

So Ordered.

Dated: July 25th, 2022



Whitman L. Holt  
Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON

In re  
EASTERDAY RANCHES, INC., *et al.*  
Debtors.<sup>1</sup>

Chapter 11

Lead Case No. 21-00141-11  
Jointly Administered

**ORDER CONFIRMING THIRD  
MODIFIED THIRD AMENDED JOINT  
CHAPTER 11 PLAN OF  
LIQUIDATION OF EASTERDAY  
RANCHES, INC. AND EASTERDAY  
FARMS**

Related Docket Nos. 1771, 1772, and 1779

Easterday Ranches, Inc. and Easterday Farms, a Washington general partnership, the debtors and debtors in possession (collectively, the “**Debtors**” or “**Plan Proponents**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), having proposed the *Third Modified Third Amended Joint Chapter 11 Plan of Liquidation of Easterday Ranches, Inc. and Easterday Farms* dated July 14, 2022

<sup>1</sup> The Debtors along with their case numbers are as follows: Easterday Ranches, Inc. (21-00141) and Easterday Farms, a Washington general partnership (21-00176).

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[Docket No. 1772] (as amended, modified, or supplemented, the “**Plan**”);<sup>2</sup> the court having conducted a hearing to consider confirmation of the Plan (“**Confirmation**”) on July 19, 2022 (the “**Confirmation Hearing**”); the court having found that due, adequate, and sufficient notice of the Plan, Confirmation Hearing, and all deadlines for voting on or filing objections to the Plan was provided in compliance with the Bankruptcy Code, the Bankruptcy Rules, the United States Bankruptcy Court for the Eastern District of Washington Local Rules (the “**Local Rules**”), and the court’s order governing the solicitation of the Plan [Docket No. 1658] (the “**Solicitation Procedures Order**”); and that no other or further notice is or shall be required; and the court having reviewed (a) the certification of Patricia Jeffries [Docket No. 1771] (the “**Voting Certification**”); (b) the declaration of Peter Richter [Docket No. 1779] (the “**Richter Declaration**”) and together with the Voting Certification, the “**Declarations**”); (c) any pleadings submitted in support of confirmation of the Plan, including the *Memorandum of Law in Support of Confirmation of Third Modified Third Amended Joint Chapter 11 Plan of Liquidation of Easterday Ranches, Inc. and Easterday Farms* [Docket No. 1779] (the “**Confirmation Brief**”); and (d) the objections to the Plan [Docket Nos. 1745 and 1748] (the “**Objections**”) and any withdrawals or settlements thereof; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY FOUND THAT:**<sup>3</sup>

A. Jurisdiction and Venue. The court has jurisdiction over this matter and these Chapter 11 Cases pursuant to 28 U.S.C. § 1334. Confirmation of the Plan is a

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<sup>2</sup> A capitalized term used but not defined herein shall have the meaning ascribed to it in the Plan.

<sup>3</sup> The findings of fact and conclusions of law set forth herein shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. To the extent any of the orders of this

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1 core proceeding pursuant to 28 U.S.C. § 157(b)(2)(L), this court has jurisdiction to enter  
2 a final order with respect thereto, and this court's exercise of such jurisdiction is  
3 constitutional in all respects. The court has exclusive jurisdiction to determine whether  
4 the Plan complies with the applicable provisions of the Bankruptcy Code and should be  
5 confirmed. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

6 B. Eligibility for Relief. The Debtors are (i) proper debtors under section 109  
7 of the Bankruptcy Code and (ii) proper proponents of the Plan under section 1121(a) of  
8 the Bankruptcy Code.

9 C. Contents of the Plan. The Plan is dated and identifies the entities  
10 submitting and filing it, thereby complying with Bankruptcy Rule 3016(a). Section  
11 12.5(b) of the Plan defines "substantial consummation" as such term is defined in  
12 section 1101(2) of the Bankruptcy Code. Section 9.1 expressly lists the conditions to  
13 the occurrence of the Effective Date, thereby complying with LBR 3017-1(d)(1). The  
14 filing of the Disclosure Statement complied with Bankruptcy Rule 3016(b) and LBR  
15 3017-1(a).

16 D. Solicitation and Notice. As evidenced by the affidavits of service and  
17 mailing filed in these Chapter 11 Cases prior to the Confirmation Hearing (collectively,  
18 the "Notice Affidavits"), the Plan, Solicitation Procedures Order, notice of the  
19 Confirmation Hearing, and an appropriate ballot (collectively, the "Ballots") for voting  
20 on the Plan with a return envelope or a notice of non-voting status (in substantially the  
21 forms approved pursuant to the Solicitation Procedures Order) (collectively, the  
22 "Solicitation Materials") were transmitted and served in compliance with the provisions  
23 of the Bankruptcy Code, the Bankruptcy Rules, and the Solicitation Procedures Order.

24 court constitute findings of fact or conclusions of law, they are adopted as such. To  
25 the extent any of the findings of fact or conclusions of law constitute an order of this  
26 court, they are adopted as such.

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1 The solicitation of votes on the Plan complied with the solicitation procedures in the  
2 Solicitation Procedures Order, was appropriate and satisfactory based upon the  
3 circumstances of the Chapter 11 Cases, and was in compliance with all applicable  
4 provisions of the Bankruptcy Code and the Bankruptcy Rules. As evidenced by the  
5 Notice Affidavits, all parties required to be given notice of the Confirmation Hearing  
6 (including the deadline for filing and serving objections to confirmation of the Plan)  
7 have been provided due, proper, timely, and adequate notice and have had an  
8 opportunity to appear and be heard with respect thereto. No other or further notice is  
9 required.

10 E. Voting. All procedures used to tabulate the Ballots were fair and  
11 conducted in accordance with the Solicitation Procedures Order, the Bankruptcy Code,  
12 the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and  
13 regulations. As evidenced by the Voting Certification, Classes 3, 4, 5, and 6 voted to  
14 accept the Plan.

15 F. Burden of Proof. The Plan Proponents have met their burden of proving  
16 the elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a  
17 preponderance of the evidence, which is the applicable evidentiary standard for  
18 confirmation of the Plan.

19 **COMPLIANCE WITH SECTION 1129 OF THE BANKRUPTCY CODE**

20 G. Compliance with the Bankruptcy Code | 11 U.S.C. § 1129(a)(1). The  
21 evidentiary record at the Confirmation Hearing, the Declarations, the contents of the  
22 Plan, the Notice Affidavits, and the Confirmation Brief support the findings of fact and  
23 conclusions of law set forth herein.

24 H. Proper Classification | 11 U.S.C. §§ 1122 and 1123(a)(1). Article II of the  
25 Plan designates Classes of Claims, other than Administrative Claims, Professional Fee  
26

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1 Claims, and Priority Tax Claims, which, pursuant to section 1123(a)(1) of the  
2 Bankruptcy Code, need not be designated. As required by section 1122(a) of the  
3 Bankruptcy Code, each Class of Claims contains only Claims that are substantially  
4 similar to the other Claims within that Class. Valid reasons exist for separately  
5 classifying the various Classes of Claims created under the Plan. The Plan, therefore,  
6 satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

7 I. Unimpaired and Impaired Classes | 11 U.S.C. §§ 1123(a)(2)-(3). Article  
8 II of the Plan specifies that Claims in Classes 1 and 2 are Unimpaired. Article II of the  
9 Plan also specifies the treatment of each Impaired Class under the Plan, which are  
10 Classes 3 through 9. The Plan, therefore, satisfies sections 1123(a)(2) and 1123(a)(3)  
11 of the Bankruptcy Code.

12 J. No Discrimination | 11 U.S.C. § 1123(a)(4). Article III of the Plan  
13 provides the same treatment for each Claim or Interest within a particular Class unless  
14 the Holder of a particular Claim or Interest has agreed to a less favorable treatment with  
15 respect to such Claim or Interest. The Plan, therefore, satisfies the requirements of  
16 section 1123(a)(4) of the Bankruptcy Code.

17 K. Implementation of the Plan | 11 U.S.C. § 1123(a)(5). The Plan and Plan  
18 Administrator Agreement, attached as Exhibit G to the Plan, provide adequate and  
19 proper means for the Plan's implementation, including, among other provisions, Article  
20 V of the Plan (Means for Implementation of the Plan). The Plan, therefore, satisfies the  
21 requirements of section 1123(a)(5) of the Bankruptcy Code.

22 L. Non-Voting Equity Securities | 11 U.S.C. § 1123(a)(6). The Plan does not  
23 provide for the issuance of non-voting equity securities.

24 M. Directors and Officers | 11 U.S.C. § 1123(a)(7). Sections 5.7 and 5.8 of  
25 the Plan describes the manner of selection and powers of the Plan Administrator, who  
26

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1 shall be the sole director, officer, and shareholder, or partner, as applicable, of the Post-  
2 Effective Date Debtors. As specified in Section 1.112 of the Plan, Seth R. Freeman of  
3 B. Riley Advisory Services shall be the initial Plan Administrator designated to wind  
4 up and liquidate the Debtors' affairs. Mr. Freeman's engagement as Plan Administrator  
5 is consistent with the interests of Holders of Claims and with public policy.  
6 Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy  
7 Code.

8 N. Rejection of Executory Contracts | 11 U.S.C. § 1123(b)(2). Consistent  
9 with section 1123(b)(2) of the Bankruptcy Code, Article VI of the Plan provides for the  
10 rejection of all of the executory contracts and unexpired leases of the Debtors, except  
11 for any executory contracts or unexpired leases of the Debtors (i) that previously were  
12 assumed or rejected by an order of the court, pursuant to section 365 of the Bankruptcy  
13 Code; (ii) as to which a motion for approval of the assumption or rejection of such  
14 contract or lease has been filed and served prior to the date hereof; or (iii) that constitute  
15 contracts of insurance in favor of, or that benefit, the Debtors or the Estates.

16 O. Settlement of Estates' Causes of Action | 11 U.S.C. § 1123(b)(3). In  
17 accordance with sections 363 and 1123(b)(3) of the Bankruptcy Code, Bankruptcy Rule  
18 9019, and LBR 9019-1, the Plan provides for the good faith compromise and settlement  
19 of all Claims, Interests, and controversies relating to the contractual, legal, equitable,  
20 and subordination rights that a Holder of any Claim may have with respect to any  
21 Allowed Claim or any distribution to be made on account of such an Allowed Claim,  
22 including, but not limited to, approval of the Global Settlement, as set forth in the Global  
23 Settlement Term sheet and as incorporated into the Plan. The Plan further provides, in  
24 accordance with section 1123(b)(3) of the Bankruptcy Code, that the Post-Effective  
25 Date Debtors will retain and may, through the Plan Administrator, enforce any claims,

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1 demands, rights, defenses, and Causes of Action that any Debtors may hold against any  
2 entity, to the extent not expressly released under the Plan.

3 P. Rights of Holders of Claims | 11 U.S.C. § 1123(b)(5). In accordance with  
4 section 1123(b)(5) of the Bankruptcy Code, Section II of the Plan modifies or leaves  
5 unaffected, as the case may be, the rights of Holders of Claims in Classes 1 through 8.

6 Q. Compliance with the Bankruptcy Code | 11 U.S.C. § 1129(a)(2). The  
7 Debtors have complied with the applicable provisions of the Bankruptcy Code.  
8 Specifically: (a) the Debtors are proper debtors under section 109 of the Bankruptcy  
9 Code; (b) the Debtors have complied with all applicable provisions of the Bankruptcy  
10 Code, including section 1125, except as otherwise provided or permitted by order of the  
11 court; and (c) the Debtors have complied with the applicable provisions of the  
12 Bankruptcy Code, the Bankruptcy Rules, and the Solicitation Procedures Order in  
13 transmitting the Solicitation Materials and in tabulating the votes with respect to the  
14 Plan.

15 R. Plan Proposed in Good Faith | 11 U.S.C. § 1129(a)(3). The Plan has been  
16 proposed by the Debtors in good faith and in the belief that the Global Settlement  
17 embodied in the Plan will maximize value for the Debtors' creditors. The Plan  
18 accomplishes the goals promoted by section 1129(a)(3) of the Bankruptcy Code by  
19 enabling the Plan Administrator to make distributions to creditors on a fair and equitable  
20 basis, in accordance with the priorities established by the Bankruptcy Code. The  
21 Debtors have proposed the Plan for a legitimate and honest purpose, and the Plan is in  
22 the best interests of the Debtors' creditors. In so finding, the court has considered the  
23 totality of the circumstances in these Chapter 11 Cases. The strong support for the Plan  
24 by Holders of Claims in Classes 3, 4, 5, and 6 further demonstrates that the Plan was  
25 proposed in good faith. Finally, as described in greater detail below, the Plan's

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1 indemnification, exculpation, non-third party releases, and injunction provisions are  
2 warranted, necessary, and appropriate, and are supported by sufficient consideration  
3 under the circumstances of these Chapter 11 Cases as a whole and are consistent with  
4 sections 105, 1123(b)(6), and 1129 of the Bankruptcy Code and applicable law in this  
5 Circuit. Additionally, the Plan's third party releases are hereby found to be consensual,  
6 as they are limited to third parties that voted to accept the Plan and did not opt-out of  
7 such releases.

8 S. Payment for Services or Costs and Expenses | 11 U.S.C. § 1129(a)(4). No  
9 payment for services or for costs and expenses in connection with these Chapter 11  
10 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been or  
11 will be made by the Debtors other than payments that have been authorized by the Plan  
12 or an order of the court, including, without limitation, this Confirmation Order. The  
13 Plan, therefore, satisfies the requirements of section 1129(a)(4) of the Bankruptcy Code.

14 T. Disclosure of Liquidation Trustee | 11 U.S.C. § 1129(a)(5). The Debtors  
15 have complied with section 1129(a)(5) by providing such disclosures in the Plan and  
16 Plan Administrator Agreement.

17 U. No Rate Changes | 11 U.S.C. § 1129(a)(6). The Plan does not contain any  
18 rate changes subject to the jurisdiction of any governmental regulatory commission and  
19 will not require governmental regulatory approval. Therefore, section 1129(a)(6) of the  
20 Bankruptcy Code does not apply to the Plan.

21 V. Best Interests of Creditors | 11 U.S.C. § 1129(a)(7). Each Holder of an  
22 Impaired Claim or Impaired Interest has either accepted the Plan or will receive or retain  
23 on account of such Claim or Interest, property of a value on the Effective Date of the  
24 Plan that is not less than the amount that such Holder would receive or retain if the  
25 Debtors were liquidated under chapter 7 of the Bankruptcy Code, as evidenced by the

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liquidation analysis attached as **Exhibit B** to the Disclosure Statement. The Plan, therefore, satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

W. Acceptance by Certain Classes | 11 U.S.C. § 1129(a)(8). Section 1129(a)(8) of the Bankruptcy Code requires that each class of claims or interests must either accept a plan or be unimpaired under a plan. Classes 1 and 2 are Unimpaired Classes of Claims, each of which is conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code. Classes 3, 4, 5, and 6 (collectively, the “**Voting Classes**”) are the Impaired Classes entitled to vote on the Plan. Each of the Voting Classes has voted to accept the Plan. Class 7 (Subordinated Claims) and Class 9 (Interests) (the “**Non-Voting Classes**”) are conclusively presumed to reject the Plan because no distribution is anticipated to the Holders of such Claims or Interests, in accordance with section 1126(g) of the Bankruptcy Code. Class 8 (Intercompany Claims) is deemed to accept the Plan as the Holders of such claims are the Plan Proponents, although no distribution is anticipated to the Holders of such claims. The Plan, therefore, does not satisfy the requirements of section 1129(a)(8) of the Bankruptcy Code because at least one Impaired Class has not voted to accept the Plan. Notwithstanding the foregoing, the Plan is confirmable because it satisfies sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

X. Treatment of Claims Entitled to Priority | 11 U.S.C. § 1129(a)(9). The treatment of Administrative Claims, Professional Fee Claims, and Priority Tax Claims, as set forth in Section 3.1 of the Plan is in accordance with the requirements of section 1129(a)(9) of the Bankruptcy Code. The Plan, therefore, satisfies the requirements of section 1129(a)(9) of the Bankruptcy Code.

Y. Acceptance by at Least One Impaired Class of Claims | 11 U.S.C. § 1129(a)(10). As set forth in the Voting Certification, each Voting Class is an impaired

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1 class of Claims under the Plan and voted to accept the Plan. The Plan, therefore,  
2 satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code.

3 Z. Confirmation Not Likely to be Followed by Liquidation | 11 U.S.C.  
4 § 1129(a)(11). The Plan provides for the liquidation of the Debtors' assets and,  
5 accordingly, no further reorganization or liquidation of the Debtors is contemplated or  
6 likely. Based on the evidence proffered or adduced at or prior to the Confirmation  
7 Hearing and in the Confirmation Brief and the Plan, the Debtors have sufficient funds  
8 available as of the Effective Date to pay all claims and expenses that are required to be  
9 paid on the Effective Date under the Plan (including Administrative Claims, Priority  
10 Claims, and Priority Tax Claims), and to capitalize the Post-Effective Date Debtors with  
11 sufficient funds to pay these claims as appropriate pursuant to the Plan. Accordingly,  
12 the Plan is feasible and satisfies the requirements of section 1129(a)(11) of the  
13 Bankruptcy Code.

14 AA. Payment of Bankruptcy Fees | 11 U.S.C. § 1129(a)(12). The Plan provides  
15 that fees payable pursuant to 28 U.S.C. § 1930 will be paid by the Debtors on or before  
16 the Effective Date. After the Effective Date, all fees payable pursuant to 28 U.S.C. §  
17 1930 are the obligations of, and will be paid by, the Post-Effective Date Debtors until  
18 entry of a final decree, or entry of an order of dismissal, or conversion to chapter 7.  
19 Accordingly, the Plan satisfies the requirements of section 1129(a)(12) of the  
20 Bankruptcy Code.

21 BB. Non-applicability of Certain Sections of the Bankruptcy Code. The  
22 Debtors do not owe any retiree benefits or domestic support obligations, are not  
23 individuals, and are not non-profit corporations. Accordingly, sections 1129(a)(13),  
24 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to these  
25 Chapter 11 Cases.

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1 CC. Cram Down Requirements | 11 U.S.C. § 1129(b). The Plan satisfies the  
2 requirements of section 1129(b) of the Bankruptcy Code. Notwithstanding the fact that  
3 the Non-Voting Classes are deemed to reject the Plan (the “**Rejecting Classes**”), the  
4 Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code given  
5 that each of the Voting Classes voted to accept the Plan. *First*, all of the requirements  
6 of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8) have been met.  
7 *Second*, the Plan is fair and equitable with respect to the Rejecting Classes. The Plan  
8 has been proposed in good faith, is reasonable, and meets the requirements that no  
9 Holder of any Claim that is junior to each such Class will receive or retain any property  
10 under the Plan on account of such junior Claim and no Holder of a Claim in a Class  
11 equal to such Classes is receiving more favorable treatment than the Rejecting Classes.  
12 Accordingly, the Plan is fair and equitable towards all Holders of Claims in the  
13 Rejecting Classes. *Third*, the Plan does not discriminate unfairly with respect to the  
14 Rejecting Classes because similarly situated creditors will receive substantially similar  
15 treatment on account of their Claims irrespective of Class. The Plan may therefore be  
16 confirmed despite the fact that not all Impaired Classes have voted to accept the Plan  
17 because the Plan does not discriminate unfairly, and is fair and equitable with respect  
18 to the Rejecting Classes.

19 DD. Only One Plan | 11 U.S.C. § 1129(c). The Debtors seek confirmation of  
20 the Plan. No party other than the Debtors has proposed a plan. The Plan, therefore,  
21 satisfies the requirements of section 1129(c) of the Bankruptcy Code.

22 EE. Principal Purpose of the Plan | 11 U.S.C. § 1129(d). The principal purpose  
23 of the Plan is not the avoidance of taxes or the avoidance of the application of Section  
24 5 of the Securities Act, 15 U.S.C. § 77e. The Plan, therefore, satisfies the requirements  
25 of section 1129(d) of the Bankruptcy Code.

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1 FF. Good Faith Solicitation | 11 U.S.C. § 1125(e). Based on the record in the  
2 Chapter 11 Cases, the Debtors and each of their respective officers, directors, managers,  
3 employees, members, agents, advisors, accountants, attorneys, and representatives have  
4 acted in “good faith” within the meaning of section 1125(e) of the Bankruptcy Code in  
5 compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy  
6 Rules in connection with all their respective activities relating to the Plan, including,  
7 but not limited to, any action or inaction in connection with their participation in the  
8 activities described in section 1125 of the Bankruptcy Code, and are entitled to the  
9 protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation  
10 provisions set forth in the Plan.

11 GG. Implementation. All documents and agreements necessary to implement  
12 the Plan, including, but not limited to, the documents attached to the Plan Supplement  
13 [Docket Nos. 1733] (collectively, the “Plan Documents”), are essential elements of the  
14 Plan and consummation of each agreement is in the best interests of the Debtors, the  
15 Estates, and Holders of Claims. The Debtors have exercised reasonable business  
16 judgment in determining to enter into the contemplated agreements, and the agreements  
17 have been negotiated in good faith, at arm’s-length, are fair and reasonable, and shall,  
18 upon execution and upon the occurrence of the Effective Date, constitute legal, valid,  
19 binding, enforceable, and authorized obligations of the respective parties thereto and  
20 will be enforceable in accordance with their terms. Pursuant to section 1142(a) of the  
21 Bankruptcy Code, the Plan Documents, and any other agreements necessary to  
22 implement the Plan will apply and be enforceable notwithstanding any otherwise  
23 applicable non-bankruptcy law.

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1 HH. Satisfaction of Confirmation Requirements. Based upon the foregoing, the  
2 Plan satisfies the requirements for confirmation set forth in section 1129 of the  
3 Bankruptcy Code.

4 II. The Global Settlement. The Plan settles numerous litigable issues in the  
5 Chapter 11 Cases pursuant to Bankruptcy Rule 9019, Local Rule 9019-1, and sections  
6 363 and 1123 of the Bankruptcy Code. These settlements are in consideration for the  
7 distributions and other benefits provided under the Plan. Any other compromise and  
8 settlement provisions of the Plan and the Plan itself constitute a compromise of all  
9 Claims or Causes of Action relating to the contractual, legal, equitable, and  
10 subordination rights that a Holder of a Claim may have with respect to any Allowed  
11 Claim or any distribution to be made on account of such an Allowed Claim.

12 JJ. In consideration of the Global Settlement embodied in the Plan, pursuant  
13 to Bankruptcy Rule 9019, Local Rule 9019-1, and section 1123 of the Bankruptcy Code  
14 and in consideration for the distributions, releases, and other benefits provided under  
15 the Plan, the provisions of the Plan shall upon the Effective Date constitute a good-faith  
16 compromise and settlement as reflected therein and in all and any related documents.  
17 The entry of this Confirmation Order constitutes the court's approval of the Global  
18 Settlement and all other compromises and settlements provided for in the Plan. The  
19 court finds that such compromises and settlements are in the best interests of the  
20 Debtors, their estates, creditors, and other parties in interest, and are fair, equitable, and  
21 within the range of reasonableness and consistent with the Debtors' reasonable business  
22 judgment.

23 KK. In reaching its decision on the substantive fairness of the Global  
24 Settlement, as embodied in the Plan, the court considered the following factors for each  
25 such settlement: (i) the balance between the relevant parties' respective probability of  
26

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1 success and the settlements' future benefits; (ii) the likelihood of complex and  
2 protracted litigation and the risk and difficulty of collecting on the judgment; (iii) the  
3 proportion of creditors and parties in interest that support the settlements; (iv) the  
4 competency of counsel reviewing the settlement terms; (v) the nature and breadth of  
5 releases to be obtained; and (vi) the extent to which the settlements are the product of  
6 arm's-length bargaining.

7 LL. Releases, Exculpation, and Injunctions of Released Parties. Each non-  
8 Debtor Released Party or Exculpated Party that will benefit from the releases,  
9 exculpations, and related injunctions set forth in the Plan (collectively, the "Plan  
10 Releases") either shares an identity of interest with the Debtors, was instrumental to the  
11 successful prosecution of the Chapter 11 Cases, and/or provided a substantial  
12 contribution to the Debtors, which value provided a significant and direct benefit to the  
13 Debtors' estates and general unsecured creditors, and which will allow for distributions  
14 that would not otherwise be available but for the contributions made by such non-Debtor  
15 parties. The Plan Releases in Article X of the Plan are, individually and collectively,  
16 integral to, and necessary for the successful implementation of, the Plan and are  
17 supported by reasonable consideration.

18 MM. Plan Sponsor Contribution. The release and exculpation protections  
19 afforded FRI and its Related Parties in Sections 10.1 and 10.3 of the Plan are consistent  
20 with and supported by the factual findings and legal conclusions in the Sale Order,  
21 which approved the Sale Transaction pursuant to which FRI leased back the FRI Assets  
22 to the Debtors and their estates for the purpose of completing certain farming operations  
23 and selling certain assets of the Debtors' estates. FRI's obligation to pay the Plan  
24 Sponsor Contribution is conditioned on the release and exculpatory protections

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1 conveyed to FRI and its Related Parties in the Plan and granted by the court in this  
2 Confirmation Order.

3 NN. Waiver of Stay. Under the circumstances, it is appropriate that the 14-day  
4 stay imposed by Bankruptcy Rules 3020(e) and 7062(a) be waived.

5 **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:**

6 1. Confirmation. The Plan, as attached hereto as **Exhibit A**, is **APPROVED**  
7 in its entirety and **CONFIRMED** in its entirety under section 1129 of the Bankruptcy  
8 Code. The terms of the Plan and all documents, exhibits, and agreements thereto are  
9 incorporated by reference into and are an integral part of the Plan, and such terms and  
10 their implementation are hereby approved and authorized. The Debtors, Post-Effective  
11 Date Debtors, and Plan Administrator (as applicable) are authorized to take all actions  
12 necessary or appropriate to enter into, implement, and consummate the contracts,  
13 instruments, releases, and other agreements or documents created in connection with  
14 the Plan.

15 2. Objections. The Objections to confirmation of the Plan are  
16 **OVERRULED** in their entirety except as otherwise set forth herein.

17 3. Omission of Reference to Particular Plan Provisions. The failure to  
18 specifically describe or include any particular provision of the Plan in this Confirmation  
19 Order shall not diminish or impair the effectiveness of such provision, it being the intent  
20 of this court that the Plan be approved and confirmed in its entirety.

21 4. Implementation. The Debtors, Post-Effective Date Debtors, and the Plan  
22 Administrator (as applicable) are authorized to take all actions necessary, appropriate,  
23 or desirable to enter into, implement, and consummate the contracts, instruments,  
24 releases, leases, agreements, or other documents created or executed in connection with  
25 the Plan. Without further order or authorization of this court, the Debtors, Post-

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1 Effective Date Debtors, and the Plan Administrator (as applicable), and each of their  
2 successors, are authorized and empowered to make all modifications to all Plan  
3 Documents that are consistent with the Plan. Execution versions of the Plan and all  
4 related documents, where applicable, shall constitute legal, valid, binding, and  
5 authorized obligations of the respective parties thereto, enforceable in accordance with  
6 their terms.

7 5. Classifications. The classification of Claims for purposes of distributions  
8 made under the Plan shall be governed solely by the terms of the Plan and this  
9 Confirmation Order. The classifications set forth on the Ballots tendered to or returned  
10 by the Holders of Claims in connection with voting on the Plan pursuant to the  
11 Solicitation Procedures Order: (a) were set forth on the Ballots solely for purposes of  
12 voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall  
13 be deemed to modify or otherwise affect, the actual classification of such Claims under  
14 the Plan for distribution purposes; (c) may not be relied upon by any Holder of a Claim  
15 as representing the actual classification of such Claim under the Plan for distribution  
16 purposes; and (d) shall not be binding on the Debtors, Post-Effective Date Debtors, or  
17 Plan Administrator except for voting purposes.

18 6. Effective Date. The Effective Date of the Plan shall occur on the date  
19 determined by the Debtors when the requisite conditions set forth in the Plan have been  
20 satisfied or, if applicable, waived in accordance with the Plan.

21 7. Plan Sponsor Contribution. Notwithstanding Section 9.5 of the Plan,  
22 within seven (7) calendar days after the entry of this Confirmation Order, FRI shall  
23 deposit the Plan Sponsor Contribution with Pachulski Stang Ziehl & Jones LLP in its  
24 client trust account, in which such funds shall be held pending the occurrence of the  
25 Effective Date; *provided, however*, that in the event this Confirmation Order has been  
26

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1 stayed, reversed, or otherwise modified in any material respect that is inconsistent with  
2 the Sale Order prior to the Effective Date, the Plan Sponsor Contribution shall be  
3 returned to FRI within seven (7) calendar days after the entry of such order staying,  
4 reversing, or otherwise modifying the Confirmation Order in any material respect that  
5 is inconsistent with the Sale Order; *provided further*, that the Confirmation Order is not  
6 intended nor shall be construed to modify or alter the Sale Order in any material respect,  
7 nor is intended or shall be construed to preserve any claims, demands, rights, defenses,  
8 and Causes of Action that the Debtors and/or the Easterday Family may have against  
9 FRI, all of which are expressly waived in the Sale Order and/or the Plan.

10 8. Modifications or Alterations to Plan. To the extent the Plan has been  
11 modified, supplemented, or altered subsequent to solicitation, such modifications,  
12 supplements, and alterations constitute clarifications or technical changes, and do not  
13 materially adversely affect or change the treatment of any Claims or Interests.  
14 Accordingly, pursuant to Bankruptcy Rule 3019, such modifications or alterations, if  
15 any, do not require additional disclosure under section 1125 of the Bankruptcy Code or  
16 re-solicitation of votes under section 1126 of the Bankruptcy Code, nor do they require  
17 that Holders of Claims or Interests be afforded an opportunity to change previously cast  
18 acceptances or rejections of the Plan.

19 9. Resolution of Claims. As discussed in detail in the Plan, and as otherwise  
20 provided herein, in consideration for the classification, distributions, releases, and other  
21 benefits provided under the Plan, upon the Effective Date, the provisions of the Plan  
22 shall constitute a good faith compromise and settlement of all Claims and controversies  
23 resolved pursuant to the Plan.

24 10. Post-Effective Date Governance. On and after the Effective Date, the Plan  
25 Administrator shall be each Post-Effective Date Debtor's sole shareholder, partner,

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1 member, director, and officer, as applicable, with sole and exclusive governance  
2 authority and control over each Post-Effective Date Debtor. For the avoidance of doubt,  
3 the Plan Administrator is authorized to make any necessary filings with the Washington  
4 Secretary of State to reflect the foregoing changes.

5 11. Causes of Action. Unless any Causes of Action are expressly waived,  
6 relinquished, released, compromised, or settled in the Plan or any final order entered by  
7 this court (including, without limitation, this Confirmation Order, a “**Final Order**”),  
8 the Debtors, Post-Effective Date Debtors, and the Plan Administrator expressly reserve  
9 all such Causes of Action for later adjudication, including any Causes of Action not  
10 specifically identified in the Plan, or of which the Debtors may presently be unaware,  
11 or which may arise or exist by reason of additional facts or circumstances unknown to  
12 the Debtors at this time or facts or circumstances that may change or be different from  
13 those the Debtors now believe to exist. Following the Effective Date, the Post-Effective  
14 Date Debtors may assert, compromise, or dispose of the Causes of Action without  
15 further notice to Holders of Claims or Interests or authorization of the court, except as  
16 otherwise expressly provided herein or in the Plan.

17 12. Sources of Consideration for Plan Distributions. The Debtors shall fund  
18 distributions under the Plan with Cash or such other assets as may be held or asserted  
19 to be held by the Debtors and the proceeds thereof, including, without limitation, each  
20 Debtors’ Cash on hand and proceeds from the sale or other disposition of the remaining  
21 property of the Debtors (if any).

22 13. Effectuating Documents; Further Transactions. On and after the Effective  
23 Date, the Plan Administrator is authorized to and may issue, execute, deliver, file, or  
24 record such contracts, securities, instruments, releases, and other agreements or  
25 documents and take such actions as may be necessary or appropriate to effectuate,

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1 implement, and further evidence the terms and conditions of the Plan in the name of  
2 and on behalf of the Post-Effective Date Debtors, without the need for any approvals,  
3 authorization, or consents except for those expressly required pursuant to the Plan and  
4 the Plan Administrator Agreement.

5 14. Section 1146 Exemption. Pursuant to section 1146 of the Bankruptcy  
6 Code, the issuance, transfer, or exchange of a security, or the making or delivery of an  
7 instrument of transfer under the Plan may not be taxed under any law imposing a stamp  
8 tax or similar tax.

9 15. Rejection of Executory Contracts and Unexpired Leases. On the Effective  
10 Date, except for any executory contracts or unexpired leases of the Debtors (i) that  
11 previously were assumed or rejected by an order of the court, pursuant to section 365  
12 of the Bankruptcy Code; (ii) as to which a motion for approval of the assumption or  
13 rejection of such contract or lease has been filed and served prior to the date hereof; or  
14 (iii) that constitute contracts of insurance in favor of, or that benefit, the Debtors or the  
15 Estates, each executory contract and unexpired lease entered into by the Debtors prior  
16 to the Petition Dates that has not previously expired or terminated pursuant to its own  
17 terms shall be deemed rejected pursuant to section 365 of the Bankruptcy Code as of  
18 the Effective Date. This Confirmation Order shall constitute an order of the court  
19 approving such rejection, pursuant to section 365 of the Bankruptcy Code, as of the  
20 Effective Date. For the avoidance of doubt, any insurance policy acquired for the  
21 benefit of the Debtors (or any representatives thereof or successors thereto) before or  
22 after the Petition Dates shall remain in full force and effect after the Effective Date  
23 according to its terms.

24 16. Claims Based on Rejection of Executory Contracts or Unexpired Leases.  
25 Proofs of Claim with respect to Claims arising from the rejection of executory contracts

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1 or unexpired leases effectuated pursuant to the Plan and Confirmation Order, if any,  
2 must be filed with the court and served on the Plan Administrator within thirty (30)  
3 calendar days after the earlier of (a) the Effective Date or (b) service of a notice that the  
4 executory contract or unexpired lease has been rejected.

5 17. Reservation of Rights. Nothing contained in the Plan shall constitute an  
6 admission by the Debtors that any executory contract or unexpired lease is in fact an  
7 executory contract or unexpired lease or that the Post-Effective Date Debtors have any  
8 liability thereunder. If there is a dispute regarding whether a contract or lease is or was  
9 executory or unexpired at the time of assumption or rejection, the Plan Administrator  
10 shall have thirty (30) calendar days following entry of a Final Order resolving such  
11 dispute to alter its treatment of such contract or lease.

12 18. Distributions Under the Plan. On and after the Effective Date, the  
13 Distributions on account of Allowed Claims pursuant to Article VII of the Plan are  
14 authorized to occur and, without limitation on the other provisions of the Plan and this  
15 Confirmation Order concerning the powers, duties, and authority of the Plan  
16 Administrator, the Plan Administrator shall be authorized and directed to effectuate  
17 such Distributions.

18 19. Allowed Farms GUC Claims and Related Plan Distributions. In  
19 accordance with Section 3.4 of the Plan, the Class 3 Claims set forth on the Farms GUC  
20 Claims Schedule as Exhibit J to the Plan are hereby deemed Allowed in the amounts  
21 set forth in the Farms GUC Claims Schedule for all purposes of the Plan, including for  
22 purposes of receiving Distributions under the Plan; *provided that*, for the avoidance of  
23 doubt, any Class 3 Claim that is not included on the Farms GUC Claims Schedule but  
24 is otherwise Allowed shall be entitled to the full treatment afforded to Class 3 Claims  
25 under the Plan. Notwithstanding anything to the contrary contained in this  
26

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1 Confirmation Order or the Plan, the Post-Effective Date Debtors shall complete  
2 distributions to the Holders of Allowed Class 3 Claims set forth on the Farms GUC  
3 Claims Schedule within seven (7) calendar days after the Effective Date.

4 20. Procedures for Resolving Contingent, Unliquidated, and Disputed Claims.  
5 The procedures and authority to file objections, settle, compromise, withdraw, or  
6 litigate to judgment Claims, adjudicate or resolve Tax issues or liabilities, and estimate,  
7 adjudicate, and resolve any contingent or unliquidated Disputed Claim, contained in  
8 Article VIII of the Plan shall be, and hereby are, approved in their entirety.

9 21. Releases by the Debtors. The releases contained in Section 10.1 of the  
10 Plan are approved in all respects and incorporated herein by reference.

11 22. Releases by Holders of Claims. The third party releases contained in  
12 Section 10.2 of the Plan are approved in all respects and incorporated herein by  
13 reference.

14 23. Exculpation. The exculpation provisions contained in Section 10.3 of the  
15 Plan are approved in all respects and incorporated herein by reference.

16 24. Injunction. The injunctions contained in Section 10.4 of the Plan are  
17 approved in all respects and incorporated herein by reference.

18 25. Release of Liens. Except as otherwise provided in the Plan or in any  
19 contract, instrument, release, or other agreement or document created pursuant to the  
20 Plan, on the Effective Date and concurrently with the applicable distributions made  
21 pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security  
22 interests against any property of the Estates shall be fully released, settled, and  
23 compromised.

24 26. Statements Concerning Paladin Management Group. Upon this  
25 Confirmation Order becoming a Final Order, (i) the pleadings filed by the Easterday  
26

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1 Family and Lindy Widner in the Governance Adversary Proceeding and (ii) the  
2 statements of Karen Easterday in her *Statement Conference Report* [Docket Nos. 1472  
3 and 1473] and objection to the Disclosure Statement [Docket No. 1470] are hereby  
4 deemed withdrawn with prejudice without any further action of any party.

5 27. Vesting of Property. Upon the Effective Date, pursuant to Section 5.8.2 of  
6 the Plan and sections 1141(b) and (c) of the Bankruptcy Code, except as provided  
7 elsewhere in the Plan, the assets of the Estates shall vest in the Post-Effective Date  
8 Debtors, free and clear of all Claims, Liens, or interests.

9 28. Big Bend Electric Cooperative, Inc.'s Reservation of Rights.  
10 Notwithstanding anything to the contrary stated in the Plan or this Confirmation Order,  
11 including, but not limited to, Sections 5.8 and 10.2 of the Plan, confirmation of the Plan  
12 (i) shall not eliminate or otherwise disturb any legal or equitable rights of setoff or  
13 recoupment held by Big Bend Electric Cooperative, Inc. ("BBEC") under applicable  
14 law or governing documents, including, but not limited to, applicable BBEC corporate  
15 governance documents, and (ii) shall not alter or modify any of the rights, defenses, and  
16 remedies of BBEC, or any of the terms and conditions of any of BBEC's corporate  
17 governance documents, including, without limitation, any terms and conditions related  
18 to possible retirement of capital credits, patronage equity, or other interests or amounts  
19 that may be held by or be payable to the Debtors, and which may vest with the Post-  
20 Effective Date Debtors.

21 29. Resolution of Rabo AgriFinance LLC's Objection. Notwithstanding  
22 anything to the contrary in the Plan or this Confirmation Order, Rabo AgriFinance LLC  
23 ("Rabo") is not a Releasing Party under the Plan and is deemed to have opted out of the  
24 Third Party Releases. As a result, Rabo and the Easterday Family Released Parties  
25 reserve, with respect to each other, all rights, claims, actions, and defenses thereto, in  
26

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1 law, equity, contract, tort, or otherwise (including under Washington State partnership  
2 law, bankruptcy law, and the Plan, including, but not limited to, Sections 10.1 and 10.4  
3 of the Plan) and nothing contained in the Plan or this Confirmation Order shall alter,  
4 modify, prejudice, or otherwise limit such rights, claims, actions, and defenses thereto.

5 30. Administrative Claims Bar Date. Unless previously filed or as otherwise  
6 governed by a bar date order or in another order of the court, requests for payment of  
7 Administrative Claims arising on or after April 1, 2022, must be filed with the court and  
8 served on the Plan Administrator by the Administrative Claims Bar Date, which shall  
9 be thirty (30) calendar days after the Effective Date. Holders of Administrative Claims  
10 that are required to file and serve a request for payment of such Administrative Claims  
11 and that do not file and serve such a request by the Administrative Claims Bar Date  
12 shall be forever barred from asserting such Administrative Claims against the Debtors,  
13 the Estates, the Post-Effective Date Debtors, or their respective property.

14 31. Professional Fee Claims. All final requests for payment of Professional  
15 Fee Claims to the extent required pursuant to Bankruptcy Code sections 327, 328, 330,  
16 331, 363, 503(b), or 1103 must be made by application Filed with the court and served  
17 on counsel to the Plan Administrator and counsel to the U.S. Trustee no later than thirty  
18 (30) calendar days after the Effective Date, unless otherwise ordered by the court.

19 32. Cancellation of Notes, Instruments, Certificates, and Other Documents.  
20 On the Effective Date, except as otherwise provided herein or in the Plan, all notes,  
21 instruments, certificates, and other instruments or documents, directly or indirectly,  
22 evidencing any Claim or Interest shall be deemed cancelled and the obligations of the  
23 Debtors or the Post-Effective Date Debtors shall be limited to those distributions  
24 proposed under the Plan, if any, with respect to such Claim or Interest. Notwithstanding  
25 the foregoing, and for the avoidance of doubt, (i) nothing in the Plan or this  
26

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1 Confirmation Order shall cancel or otherwise modify Rabo's notes, instruments,  
2 certificates, or any other instruments or documents, evidencing Rabo's claims against  
3 non-Debtors (collectively, the "Rabo Loan Documents") and (ii) Rabo retains its rights  
4 (if any) to pursue such non-Debtors (and their separate assets) under the Rabo Loan  
5 Documents or under any applicable law.

6 33. Continued Existence. Pursuant to the Plan, on and after the Effective Date,  
7 the Debtors shall continue in existence as the Post-Effective Date Debtors, subject only  
8 to those restrictions expressly imposed by the Plan or this Confirmation Order as well  
9 as the documents and instruments executed and delivered in connection with the Plan,  
10 including the Plan Documents.

11 34. Retention of Jurisdiction. Notwithstanding the entry of this Confirmation  
12 Order or the occurrence of the Effective Date, the court shall retain jurisdiction over  
13 these Chapter 11 Cases and any of the proceedings related to these Chapter 11 Cases  
14 pursuant to section 1142 of the Bankruptcy Code and 28 U.S.C. § 1334 to the fullest  
15 extent permitted by the Bankruptcy Code and other applicable law, including, without  
16 limitation, such jurisdiction as is necessary to ensure that the purpose and intent of the  
17 Plan are carried out.

18 35. Statutory Committees and Cessation of Fee and Expense Payment. On the  
19 Effective Date, each of the Committees shall be dissolved. As of the Effective Date,  
20 neither the Debtors nor the Post-Effective Date Debtors shall be responsible for paying  
21 any fees or expenses incurred after the Effective Date by the members of or advisors to  
22 the Committees.

23 36. Successors and Assigns. The rights, duties, and obligations of any Person  
24 named or referred to in the Plan shall be binding upon, and shall inure to the benefit of,  
25 the successors and assigns of such Person.

26  
27 ORDER CONFIRMING THIRD  
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CHAPTER 11 PLAN OF LIQUIDATION  
OF EASTERDAY RANCHES, INC. AND  
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1           37.   Binding Effect of the Plan. Pursuant to Section 12.8 of the Plan, and  
2 subject to the occurrence of the Effective Date, the provisions of the Plan shall bind the  
3 Debtors, the Post-Effective Date Debtors, the Plan Administrator, any Person acquiring  
4 property under the Plan, and any Holder of a Claim or Interest, whether or not such  
5 Holder has filed a Proof of Claim or Interest in these Chapter 11 Cases, whether or not  
6 the Claim of such Holder is impaired under the Plan, and whether or not such Holder  
7 has accepted or rejected the Plan. The Plan shall also bind any taxing authority, recorder  
8 of deeds, or similar official for any county, state, or Governmental Unit or parish in  
9 which any instrument related to the Plan or related to any transaction contemplated  
10 under the Plan is to be recorded with respect to any taxes of the kind specified in section  
11 1146(a) of the Bankruptcy Code. All settlements, compromises, releases, waivers,  
12 exonerations, and injunctions set forth in the Plan shall be, and hereby are, effective and  
13 binding on all Persons who may have had standing to assert any settled, released,  
14 exculpated, or enjoined causes of action, and no other person or entity shall possess  
15 such standing to assert such causes of action after the Effective Date; *provided*,  
16 *however*, that to the extent the Debtors, Post-Effective Date Debtors, Plan  
17 Administrator, the Easterday Family, or any other party with standing to claim a tax  
18 refund relating to the Sale Transaction approved by the Sale Order asserts such claim,  
19 FRI's rights with respect to any monetary recoveries on account of such claim are fully  
20 preserved.

21           38.   Binding Effect of Prior Orders and Agreements. Pursuant to section 1141  
22 of the Bankruptcy Code, subject to the terms of the Plan and this Confirmation Order,  
23 all prior orders entered in these Chapter 11 Case, all documents and agreements  
24 executed by the Debtors as authorized and directed thereunder, and all motions or  
25 requests for relief by the Debtors pending before the court as of the Effective Date shall  
26

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1 be binding upon and shall inure to the benefit of the Post-Effective Date Debtors and  
2 the Plan Administrator.

3 39. Automatic Stay. Unless otherwise provided in the Plan or in this  
4 Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant  
5 to sections 105 or 362 of the Bankruptcy Code or any order of this court and extant on  
6 the date of entry of this Confirmation Order (excluding any injunctions or stays  
7 contained in the Plan or this Confirmation Order) shall remain in full force and effect  
8 until the closing of the Chapter 11 Cases. All injunctions or stays contained in the Plan  
9 or this Confirmation Order shall remain in full force and effect in accordance with their  
10 terms.

11 40. Governmental Approvals Not Required. Except as otherwise specifically  
12 provided herein, this Confirmation Order shall constitute all approvals and consents  
13 required, if any, by the laws, rules, or regulations of any state or other governmental  
14 authority with respect to the implementation or consummation of the Plan, any  
15 documents, instruments, or agreements, and any amendments or modifications thereto,  
16 and any other acts referred to in, or contemplated by, the Plan.

17 41. Effectiveness of All Actions. All actions authorized to be taken pursuant  
18 to the Plan shall be effective on, prior to, or after the Effective Date pursuant to this  
19 Confirmation Order, without further application to, or order of the court, or further  
20 action by the respective officers, directors, members, managers, or employees of the  
21 Debtors or the Post-Effective Date Debtors and with the effect that such actions had  
22 been taken by unanimous action of such officers, directors, members, managers, or  
23 employees.

24 42. Plan and Confirmation Order Mutually Dependent. This Confirmation  
25 Order shall constitute a judicial determination and shall provide that each term and  
26

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1 provision of the Plan is: (a) valid and enforceable pursuant to its terms; (b) integral to  
2 the Plan and may not be deleted or modified without the requisite consent of the Settling  
3 Parties; and (c) non-severable and mutually dependent.

4 43. No Stay. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or  
5 otherwise, upon the occurrence of the Effective Date, the terms of the Plan shall be  
6 immediately effective and enforceable and deemed binding upon the Debtors, the Post-  
7 Effective Date Debtors, the Plan Administrator, and any and all Holders of Claims or  
8 Interests, all entities that are parties to or subject to the settlements, compromises,  
9 releases, and injunctions described in the Plan or in this Confirmation Order, and any  
10 and all non-Debtor parties to executory contracts and unexpired leases with the Debtors.

11 44. Recording. The Debtors, Post-Effective Date Debtors, and Plan  
12 Administrator are hereby authorized to deliver a notice or short form of this  
13 Confirmation Order, with the Plan attached, to any state or local recording officer, and  
14 such officer must accept for filing such documents or instruments. Such notice (a) shall  
15 have the effect of an order of this court and (b) shall constitute sufficient notice of the  
16 entry of this Confirmation Order to such filing and recording officers. The court  
17 specifically retains jurisdiction to enforce the foregoing direction, by contempt or  
18 otherwise.

19 45. Conflicts Between this Confirmation Order and the Plan. The provisions  
20 of the Plan and of this Confirmation Order shall be construed in a manner consistent  
21 with each other so as to effect the purposes of each; *provided, however*, that if there is  
22 determined to be any inconsistency between any Plan provision and any provision of  
23 this Confirmation Order that cannot be so reconciled, then, solely to the extent of such  
24 inconsistency, the provisions of this Confirmation Order shall govern and any such  
25 provision of this Confirmation Order shall be deemed a modification of the Plan and  
26

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1 shall control and take precedence; *provided further, however*, that in the event of any  
2 inconsistency between Section 5.5 of the Plan and this Confirmation Order, then Section  
3 5.5 of the Plan shall control.

4 46. Plan and Confirmation Order Govern. Without intending to modify any  
5 prior order of this court (or any agreement, instrument, or document addressed by any  
6 prior order), in the event of an inconsistency between the Plan, on the one hand, and  
7 any other agreement, instrument, or document intended to implement the provisions of  
8 the Plan, on the other, the provisions of the Plan shall govern (unless otherwise  
9 expressly provided for in such agreement, instrument, or document).

10 47. Severability. In the event that the court determines, prior to the Effective  
11 Date, that any provision of the Plan is invalid, void, or unenforceable, the court shall  
12 have the power to alter and interpret such term or provision to make it valid or  
13 enforceable to the maximum extent practicable, consistent with the original purpose of  
14 the term or provision held to be invalid, void or unenforceable, and such term or  
15 provision shall then be applicable as altered or interpreted. Notwithstanding any such  
16 holding, alteration, or interpretation, the remainder of the terms and provisions of the  
17 Plan shall remain in full force and effect and shall in no way be affected, impaired, or  
18 invalidated by such holding, alteration, or interpretation. This Confirmation Order shall  
19 constitute a judicial determination and shall provide that each term and provision of the  
20 Plan, as it may have been altered or interpreted in accordance with the foregoing, is  
21 valid and enforceable pursuant to its terms.

22 48. Notice of Confirmation of the Plan and Effective Date. Pursuant to  
23 Bankruptcy Rules 2002 and 3020(c)(2), the Debtors shall serve a notice of the entry of  
24 this Confirmation Order, substantially in the form of **Exhibit B** attached hereto (the  
25 “**Confirmation Notice**”), on all creditors, equity holders, and parties having requested  
26

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1 notice in these Chapter 11 Cases, within seven (7) calendar days after the entry of this  
2 Confirmation Order. As soon as practicable after the occurrence of the Effective Date,  
3 the Plan Administrator shall serve the notice of Effective Date, substantially in the form  
4 attached hereto as **Exhibit C** (the “**Notice of Effective Date**”), on all parties served  
5 with the Confirmation Notice. Notwithstanding the above, neither the Confirmation  
6 Notice nor the Notice of Effective Date shall be required to be mailed or made upon  
7 any party to whom the Debtors previously mailed a notice concerning these Chapter 11  
8 Cases, but received such notice returned marked “undeliverable as addressed,” “moved,  
9 left no forwarding address,” “forwarding order expired,” or similar reason, unless the  
10 Debtors have been informed in writing by such Person, or are otherwise aware, of that  
11 Person’s new address. The Confirmation Notice and Notice of Effective Date are  
12 adequate under the particular circumstances of these Chapter 11 Cases and no other or  
13 further notice is necessary.

14 49. **Final Decree.** Once the Estates have been fully administered as referred to  
15 in Bankruptcy Rule 3022, the Plan Administrator shall file a motion with the court to  
16 obtain a final decree to close the Chapter 11 Cases.

17 50. **Final Order.** The stay of this Confirmation Order imposed by Bankruptcy  
18 Rule 3020(e) is hereby waived in accordance with Bankruptcy Rule 3020(e). This  
19 Confirmation Order is a final order, and the period in which an appeal must be filed  
20 shall commence immediately upon the entry hereof.

21 ///END OF ORDER///

22  
23  
24  
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# **EXHIBIT A**

## **Confirmed Plan**

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14  
15 UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON

16 In re

17 EASTERDAY RANCHES, INC., *et al.*  
18 Debtors.<sup>1</sup>

Chapter 11

Lead Case No. 21-00141-11  
Jointly Administered

**THIRD MODIFIED THIRD  
AMENDED JOINT CHAPTER 11  
PLAN OF LIQUIDATION OF  
EASTERDAY RANCHES, INC. AND  
EASTERDAY FARMS**

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23  
24  
25  
26 <sup>1</sup> The Debtors along with their case numbers are as follows: Easterday Ranches, Inc.  
27 (21-00141) and Easterday Farms, a Washington general partnership (21-00176).  
28



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Exhibit A	Additional Easterday Family Releasing Parties
Exhibit B-1	3E Partnership Interest Liquidation Agreement
Exhibit B-2	Produce Stock Redemption Agreement
Exhibit C	BC 140 LLC Secured Guaranty
Exhibit D	Easterday Dairy LLC Note
Exhibit E	Karen Easterday Secured Note
Exhibit F	Administrative Agent Agreement
Exhibit G	Plan Administrator Agreement
Exhibit H	Easterday Family Released Parties
Exhibit I	Form of Mutual Release Agreement
Exhibit J	Farms GUC Claims Schedule

## INTRODUCTION<sup>1</sup>

The Debtors hereby propose, with the support of the Committees, Tyson, and Segale (each as defined below), the following joint plan of liquidation (this “Plan”), which provides for the resolution of the outstanding Claims and Interests asserted against the Debtors. Reference is made to the Disclosure Statement for (i) a discussion of the Debtors’ history, businesses, properties, results of operations, and financial projections; (ii) a summary and analysis of this Plan; and (iii) certain related matters, including risk factors relating to the consummation of this Plan and Distributions to be made under this Plan. The Debtors are the proponents of the Plan within the meaning of Bankruptcy Code section 1129.

All Holders of Claims who are entitled to vote on the Plan are encouraged to read the Plan and the Disclosure Statement in their entirety before voting to accept or reject the Plan. Subject to certain restrictions and requirements set forth in Bankruptcy Code section 1127, Bankruptcy Rule 3019, and Sections 11.5 and 11.13 of the Plan, the Debtors reserve the right to alter, amend, modify, revoke, or withdraw the Plan prior to its substantial consummation.

No solicitation materials, other than the Disclosure Statement and related materials transmitted therewith, have been approved for use in soliciting acceptances and rejections of this Plan. Nothing in the Plan should be construed as constituting a solicitation of acceptances of the Plan unless and until the Disclosure Statement has been approved and distributed to Holders of Claims to the extent required by Bankruptcy Code section 1125.

**ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ CAREFULLY THE DISCLOSURE STATEMENT (INCLUDING ALL EXHIBITS AND SCHEDULES THERETO) AND THE PLAN, EACH IN ITS ENTIRETY, BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.**

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<sup>1</sup> A capitalized term used in this Introduction shall have the meanings ascribed to those terms in Article I below.

# ARTICLE I

## **DEFINED TERMS AND RULES OF INTERPRETATION**

A capitalized term used in this Plan shall have the meanings set forth in this Article I. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules.

**1.1 3E:** 3E Properties, a Washington general partnership.

**1.2 3E-Produce Purchase Price:** \$2,274,210.

**1.3 3E Partnership Liquidation Agreement:** The Partnership Liquidation Agreement by and between 3E, Cody Easterday, and Debby Easterday, in substantially the form attached hereto as Exhibit B-1.

**1.4 3E-Produce Agreements:** The 3E Partnership Liquidation Agreement and the Produce Stock Redemption Agreement.

**1.5 3E Properties Adversary Proceeding:** *Easterday Farms v. 3E Properties, et al.*, Adv. Pro. No. 21-80057-WLH (Bankr. E.D. Wash.).

**1.6 Additional Easterday Family Releasing Parties:** The parties identified on Exhibit A hereto.

**1.7 Administrative Agent:** GlassRatner Advisory & Capital Group, LLC, dba B. Riley Advisory Services.

**1.8 Administrative Agent Agreement:** The *Administrative Agent Agreement* by and between Tyson and Segale, on the one hand, and the Administrative Agent, on the other hand, in substantially the form attached hereto as Exhibit F.

**1.9 Administrative Claim:** A Claim (other than a Professional Fee Claim, but, for the avoidance of doubt, including Ordinary Course Professional Fee Claims) arising under Bankruptcy Code sections 503(b), 507(a)(2), 507(b), or 1114(e)(2), to the extent not previously paid, otherwise satisfied, or withdrawn, including (a) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code and (b) all Section 503(b)(9) Claims.

**1.10 Administrative Claims Bar Date:** The last date by which any Person must File a request for payment of an Administrative Claim arising on or after April 1, 2022, which date shall be the first Business Day that is thirty (30) calendar days after the Effective Date, or, alternatively, such earlier date as is set by the Bankruptcy Court. For

the avoidance of doubt, postpetition statutory tax claims shall not be subject to any Administrative Claims Bar Date.

**1.11 Allocation Dispute Adversary Proceeding:** *Easterday Ranches, Inc. v. Estate of Gale A. Easterday, et al.*, Adv. Pro. No. 21-80050-WLH (Bankr. E.D. Wash).

**1.12 Allowed, Allowed Claim, or Allowed Administrative Claim:**

(a) with respect to a Claim arising prior to the Petition Date (including a Section 503(b)(9) Claim):

(i) either (A) a proof of claim was timely Filed by the applicable Claims Bar Date, or (B) a proof of claim is deemed timely Filed either as a result of such Claim being Scheduled or by a Final Order; and

(ii) either (A) the Claim is not a Contingent Claim, a Disputed Claim, an Unliquidated Claim, or a Disallowed Claim; or (B) the Claim is expressly allowed by a Final Order or under the Plan;

(b) with respect to a Claim arising on or after the Petition Date (excluding a Section 503(b)(9) Claim), a Claim that has been allowed by a Final Order or under the Plan.

Unless otherwise specified in the Plan or by a Final Order, an “Allowed Administrative Claim” or “Allowed Claim” shall not, for any purpose under the Plan, include interest, penalties, fees, or late charges on such Administrative Claim or Claim from and after the Petition Date. Moreover, any portion of a Claim that is satisfied, released, or waived during the Chapter 11 Cases is not an Allowed Claim. For the avoidance of doubt, any and all Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered “Allowed Claims” hereunder.

**1.13 Available Cash:** All Cash held by the Debtors on the Effective Date or by the Post-Effective Date Debtors, on or after the Effective Date; in each case, after payment, allocation, or reserve in accordance with the Plan for: (a) unpaid or unutilized amounts for Post-Effective Date Debtors’ Expenses; and (b) any post-Confirmation reserve requirements of the Debtors or the Post-Effective Date Debtors in connection with the Plan, any agreements, or any Bankruptcy Court orders. For the avoidance of doubt, except as specifically required by the Plan, any Cash that has been reserved on or before the Effective Date in respect of any party under the Cash Collateral Orders shall no longer be treated as reserved on such basis on and after the Effective Date.

1 **1.14 Avoidance Actions:** Any and all causes of action, claims, remedies, or rights,  
2 other than the North Lot Actions and the Canyon Farms Avoidance Actions, that may  
3 be brought by or on behalf of the Debtors or the Estates under Bankruptcy Code sections  
4 542, 544, 547, 548, 549, 550, 551, or 553, or under related state or federal statutes, or  
5 pursuant to any theory or cause of action under common law, regardless whether such  
6 action has been commenced prior to the Effective Date.

7 **1.15 Ballot:** The ballot form authorized by the Bankruptcy Court pursuant to the  
8 Solicitation Procedures Order to indicate acceptance or rejection of the Plan and to opt  
9 out of the release provided by Section 10.2 herein.

10 **1.16 Bankruptcy Code:** Title 11 of the United States Code, 11 U.S.C. §§ 101-1532,  
11 as the same may be amended from time to time to the extent applicable to the Chapter  
12 11 Cases.

13 **1.17 Bankruptcy Court:** The United States Bankruptcy Court for the Eastern District  
14 of Washington, or in the event such court ceases to exercise jurisdiction over any  
15 Chapter 11 Case, such other court or adjunct thereof that exercises jurisdiction over  
16 such Chapter 11 Case in lieu of the United States Bankruptcy Court for the Eastern  
17 District of Washington.

18 **1.18 Bankruptcy Rules:** The Federal Rules of Bankruptcy Procedure promulgated by  
19 the Supreme Court of the United States under 28 U.S.C. § 2075, as the same may be  
20 amended from time to time to the extent applicable to the Chapter 11 Cases.

21 **1.19 Basin City Property:** Certain real estate and related property in the Basin City  
22 area of Franklin County, Washington titled in the name of Cody A. Easterday and  
23 Debby Easterday described as APN/Parcel ID(s): 121310054, 121320044, and  
24 125230080.

25 **1.20 Basin City Property Purchase Price:** \$4,200,000.00 *plus* assumption of the  
26 liability to Equitable Life, which liability is secured by certain of the Basin City  
27 Property.

28 **1.21 BC 140 LLC:** BC 140, LLC, a Washington limited liability company, wholly  
owned by Karen Easterday or any entity controlled by her and formed for the purpose  
of fulfilling the obligations of BC 140 LLC under this Plan and associated documents.

**1.22 BC 140 LLC Secured Guaranty:** The *Secured Guaranty* by and between BC  
140 LLC and the Administrative Agent in substantially the form attached hereto as  
Exhibit C.



1 **1.23 Business Day:** Any day other than a Saturday, a Sunday, a “legal holiday” (as  
2 defined in Bankruptcy Rule 9006(a)), or any other day on which commercial banks in  
3 the State of Washington are required or authorized to close by law or executive order.

4 **1.24 Canyon Farm Avoidance Actions:** Any Causes of Action of the Debtors or  
5 their Estates against Canyon Farm, LLC and any of its affiliates, parents, subsidiaries,  
6 successors, and assigns, including, but not limited to, Canyon Farm II, LLC and Fall  
7 Line Capital, LLC.

8 **1.25 Cash:** Cash and cash equivalents, including bank deposits, wire transfers, checks  
9 representing good funds, and legal tender of the United States of America or  
10 instrumentalities thereof.

11 **1.26 Cash Collateral Orders:** Collectively, the Final Cash Collateral Orders and the  
12 preceding interim orders entered by the Bankruptcy Court authorizing the applicable  
13 Debtors to use Cash and providing adequate protection.

14 **1.27 Causes of Action:** Any and all claims, rights, actions, causes of action, liabilities,  
15 obligations, suits, debts, remedies, dues, sums of money, accounts, reckonings, bonds,  
16 bills, specialties, covenants, controversies, variances, trespasses, rights of setoff, third-  
17 party claims, subordination claims, subrogation claims, contribution claims,  
18 reimbursement claims, indemnity claims, action for substantive consolidation,  
19 counterclaims, and cross claims, damages, or judgments whatsoever (other than the  
20 North Lot Actions), whether known or unknown, reduced to judgment, liquidated or  
21 unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed,  
22 foreseen or unforeseen, asserted or unasserted, existing or hereafter arising, in law, at  
23 equity, by statute, whether for tort, fraud, contract, or otherwise. For the avoidance of  
24 doubt, the term “Causes of Action” includes Avoidance Actions.

25 **1.28 CFTC:** Commodity Futures Trading Commission and any affiliates, successors,  
26 and assigns.

27 **1.29 CFTC Claim:** The Allowed Claim in the amount of \$233,008,042 in accordance  
28 with the terms of the consent order agreed to by Ranches and the CFTC [Docket No.  
1203] and approved by the Bankruptcy Court [Docket No. 1269]. The CFTC Claim is  
a Subordinated Claim.

**1.30 Chapter 11 Cases:** The voluntary chapter 11 bankruptcy cases commenced by  
the Debtors consisting of Easterday Ranches, Inc., Case No. 21-00141 and Easterday  
Farms, a Washington general partnership, Case No. 21-00176, which are being jointly  
administered under the case caption *In re Easterday Ranches, Inc., et al.*, Case No. 21-  
00141-11 (Bankr. E. D. Wash.).

1 **1.31 Claim:** Any “claim” as defined in Bankruptcy Code section 101(5), against any  
2 of the Debtors or against any property of the Debtors.

3 **1.32 Claim Objection Deadline:** Subject to extension as set forth in Section 8.2 of  
4 the Plan, the date that is the first Business Day that is at least **180 calendar days after**  
5 **the Effective Date**. For the avoidance of doubt, the Claim Objection Deadline may be  
extended one or more times by the Bankruptcy Court.

6 **1.33 Claims Bar Date:** As applicable, the Administrative Claims Bar Date, the  
7 General Claims Bar Date, the Governmental Claims Bar Date, any Supplemental Bar  
8 Date, or the Rejection Claims Bar Date.

9 **1.34 Class:** A class of Claims or Interests designated pursuant to the Plan, or any  
10 subclass thereof.

11 **1.35 Class 4 Initial Payment:** \$1,628,000.00 of the Initial Net Distributable  
12 Proceeds.

13 **1.36 Class 4 Net Distributable Assets:** The Class 4 Initial Payment plus the Pro Rata  
14 share of Allowed Class 4 Claims to the Net Distributable Assets (not including the  
15 Initial Net Distributable Proceeds). For the avoidance of doubt, the Class 4 Net  
Distributable Assets do not include any amounts included in reserves, or amounts  
released from reserves, in accordance with the definition of Net Distributable Assets.

16 **1.37 Class 5 Initial Payment:** \$1,650,000.00 of the Initial Net Distributable  
17 Proceeds.

18 **1.38 Class 5 Net Distributable Assets:** The Class 5 Initial Payment plus the Pro Rata  
19 share of Allowed Class 5 Claims to the Net Distributable Assets (not including the  
20 Initial Net Distributable Proceeds).

21 **1.39 Class 6 Initial Payment:** \$922,000.00 of the Initial Net Distributable Proceeds.

22 **1.40 Class 6 Net Distributable Assets:** The Class 6 Initial Payment plus the Pro Rata  
23 share of Allowed Class 6 Claims to the Net Distributable Assets (not including the  
Initial Net Distributable Proceeds).

24 **1.41 Cody Easterday Preserved Claims:** All Claims of Cody Easterday against  
25 Tyson or Segale.

26 **1.42 Collateral:** Any Estate Asset that is subject to a Lien to secure the payment or  
27 performance of a Claim, which Lien is perfected and not subject to avoidance under the  
28 Bankruptcy Code or otherwise invalid or unenforceable under the Bankruptcy Code or

1 applicable non-bankruptcy law. For the avoidance of doubt, the term Collateral does  
2 not include the FRI Assets.

3 **1.43 Committees:** Collectively, the Farms Committee and the Ranches Committee.

4 **1.44 Confirmation:** The entry of the Confirmation Order by the Bankruptcy Court on  
5 the docket of the Chapter 11 Cases.

6 **1.45 Confirmation Hearing:** The hearing held by the Bankruptcy Court to consider  
7 confirmation of this Plan.

8 **1.46 Confirmation Order:** The order of the Bankruptcy Court confirming this Plan  
9 pursuant to Bankruptcy Code section 1129.

10 **1.47 Contingent Claim:** Any Claim that is Scheduled or Filed as contingent.

11 **1.48 Cooperation Agreement:** The *Stipulation By and Between Debtors and Non-*  
12 *Debtor Sellers Regarding Cooperation with Respect to the Sale of Debtor and Non-*  
13 *Debtor Assets* approved by the Bankruptcy Court by order entered on April 28, 2021  
[Docket No. 655].

14 **1.49 Corporate Action:** Any action, approval, authorization, decision, or other act of  
15 any kind that would be necessary on the part of any Person for any corporation, limited  
16 liability company, general partnership, or other Person to in turn act.

17 **1.50 Dairy:** Easterday Dairy, LLC, a Washington limited liability company.

18 **1.51 Debtor or Debtors:** Individually, and collectively, Farms and Ranches.

19 **1.52 Debtor Exculpated Parties:** The Debtors and their respective Related Parties.  
20 For the avoidance of doubt, Debtor Exculpated Parties shall include, the Independent  
21 Directors, Pachulski Stang Ziehl & Jones LLP, Paladin Management Group, Peter  
Richter, and T. Scott Avila.

22 **1.53 Debtors' Releases:** The releases given on behalf of the Debtors and their Estates  
23 to the Released Parties as set forth in Section 10.1(a) herein.

24 **1.54 Disallowed Claim:** Any Claim that (a) is not Scheduled, or is listed thereon as  
25 contingent, unliquidated, disputed, or in an amount equal to zero, and whose Holder  
26 failed to timely File a proof of claim by the applicable Claims Bar Date (unless late  
27 filing was permitted by a Bankruptcy Court order), but excluding any Claim that is  
28 expressly Allowed by a Final Order or under the Plan; or (b) has been disallowed  
pursuant to an order of the Bankruptcy Court.

1 **1.55 Disclosure Statement:** That certain disclosure statement, including all exhibits  
2 and schedules thereto or referenced therein, that relates to this Plan and has been  
3 prepared and distributed by the Debtors, as plan proponents, as approved by the  
4 Bankruptcy Court pursuant to Bankruptcy Code section 1125, as the same may be may  
be amended, modified, or supplemented.

5 **1.56 Disclosure Statement Order:** The order approving the Disclosure Statement,  
6 authorizing the Debtors to solicit acceptances of the Plan and establishing certain related  
7 procedures and deadlines.

8 **1.57 Disputed Claim:** Any Claim:

- 9 (a) that is disputed in whole or in part under the Plan; or
- 10 (b) that is asserted by any of the Excluded Parties; or
- 11 (c) that
  - 12 (i) is not expressly Allowed by a Final Order or under the Plan; and
  - 13 (ii) as to which a proof of claim is Filed or is deemed Filed as a result
  - 14 of such Claim being Scheduled; and
  - 15 (iii) as to which either:
    - 16 (1) an objection or request for estimation or subordination
    - 17 (A) has been timely Filed within the applicable period of
    - 18 limitations fixed by the Plan, the Bankruptcy Code, the
    - 19 Bankruptcy Rules, or a Final Order under which the
    - 20 applicable period of limitation has expired, and (B) has not
    - been denied by a Final Order or withdrawn; or
    - 21 (2) the Claim Objection Deadline has not passed as to such Claim
    - 22 (unless the Plan Administrator has determined that it will not
    - 23 object to such Claim).

24 **1.58 Distributable Assets:** Except as otherwise noted below, any and all real or  
25 personal property of the Debtors and their Estates of any nature, including, without  
26 limitation, any real estate, leases, subleases, licenses, goods, materials, supplies,  
27 furniture, fixtures, equipment, work in process, inventory, accounts, chattel paper, Cash,  
28 deposit accounts, reserves, deposits, contractual rights, intellectual property rights,  
Causes of Action, books and records, any other general intangibles of the Debtors as of  
the Effective Date and the Post-Effective Date Debtors from and after the Effective  
Date, and any and all proceeds of the foregoing, as the case may be, of any nature

1 whatsoever (whether liquidated or unliquidated, matured or unmatured, or fixed or  
2 contingent), including, without limitation, property of the Estates within the scope of  
3 Bankruptcy Code section 541 (including, for the avoidance of doubt, the Net Sale  
4 Proceeds, the Plan Sponsor Contribution, and the Tyson Avoidance Action Settlement).  
5 Notwithstanding the foregoing, the term “Distributable Assets” does not include (i) any  
6 Cash tendered by the Debtors and held in their counsel’s trust account for the purpose  
7 of satisfying Professional Fee Claims, (ii) the FRI Assets, (iii) the North Lot Actions,  
8 (iv) the Canyon Farms Avoidance Actions, or (v) the Easterday Family Contribution  
9 Instruments, which shall be issued directly to the Administrative Agent in accordance  
10 with the terms of this Plan.

11 **1.59 Distribution:** Any initial or subsequent issuance, payment, or transfer of  
12 consideration made under the Plan.

13 **1.60 Distribution Date:** Any date on which a Distribution is made.

14 **1.61 Distribution Record Date:** The record date for determining entitlement of  
15 Holders of Claims to receive Distributions under the Plan, which date shall be the  
16 Effective Date.

17 **1.62 Distribution Reserve:** One or more reserves in respect of Contingent Claims,  
18 Disputed Claims, or Unliquidated Claims established by the Plan Administrator.

19 **1.63 DOJ:** The United States Department of Justice.

20 **1.64 Easterday Dairy LLC Note:** The *Promissory Note* issued by Easterday Dairy,  
21 LLC in favor of the Administrative Agent, substantially in the form attached hereto as  
22 **Exhibit D**.

23 **1.65 Easterday Family:** Cody A. Easterday, Karen L. Easterday (in her individual  
24 capacity and as the personal representative of the Estate of Gale A. Easterday), and  
25 Debby Easterday.

26 **1.66 Easterday Family Contribution Instruments:** The Karen Easterday Secured  
27 Note, the Easterday Dairy LLC Note, the BC 140 LLC Secured Guaranty, and the 3E-  
28 Produce Secured Note.

**1.67 Easterday Family Related Parties:** Any Related Parties of the Easterday  
Family, including, for the avoidance of doubt, Sussman Shank LLP, Tonkon Torp LLP,  
Jordan Ramis PC, Northwest CPA Group, PLLC, Widner Consulting, LLC, and Lindy  
Widner.

**1.68 Easterday Family Released Parties:** The Easterday Family and the Easterday  
Family Related Parties, including, but not limited to, those persons and entities

1 identified on **Exhibit H** that have executed a Mutual Release Agreement on or prior to  
2 the Effective Date; *provided, however*, that any person or entity identified in Part One  
3 on **Exhibit H** that has not executed a Mutual Release Agreement on or prior to the  
Effective Date shall not be an Easterday Family Released Party.

4 **1.69 Easterday Family Releasing Parties:** The Easterday Family Released Parties.

5 **1.70 Easterday Family Tax Payments:** Any tax obligations of the Easterday Family  
6 to applicable taxing authorities relating to the Debtors, the business operations of the  
7 Debtors, or the sale of the Debtors' real estate.

8 **1.71 Effective Date:** The date that is the first Business Day on which each condition  
9 set forth in Article IX of the Plan has been satisfied or waived as set forth therein.

10 **1.72 Equitable Life:** Equitable Financial Life Insurance Company.

11 **1.73 Escrow Account:** The escrow account into which the Net Sale Proceeds are  
12 distributed, as defined in the Cooperation Agreement.

13 **1.74 Estate Assets:** Collectively, (a) any and all right, title, and interest of the Debtors  
14 and the Estates in and to property of whatever type or nature, including their books and  
15 records and all Avoidance Actions and Causes of Action, as of the Effective Date, and  
16 (b) any assets contributed to or recovered by the Post-Effective Date Debtors on or after  
the Effective Date. For the avoidance of doubt, the term Estate Assets does not include  
any of the FRI Assets, the North Lot Actions or the Canyon Farms Avoidance Actions.

17 **1.75 Estate Released Parties:** Collectively, (a) the Debtors and their respective  
18 Related Parties, including the Independent Directors, Pachulski Stang Ziehl & Jones  
19 LLP, Paladin Management Group, Peter Richter, and T. Scott Avila, (b) the Ranches  
20 Committee and its Related Parties, (c) the Farms Committee and its Related Parties,  
(d) Tyson and its Related Parties, and (e) Segale and its Related Parties.

21 **1.76 Estates:** The chapter 11 estates of the Debtors created by Bankruptcy Code  
22 section 541(a).

23 **1.77 Exculpated Parties:** Collectively, (a) the Debtor Exculpated Parties, (b) the  
24 Easterday Family and their Related Parties, (c) the Replacement Directors and their  
25 Related Parties, (d) the Ranches Committee and its Related Parties, (e) the Farms  
26 Committee and its Related Parties, (f) Tyson and its Related Parties, (g) Segale and its  
Related Parties, and (h) FRI and its Related Parties.

27 **1.78 Farms:** Debtor Easterday Farms, a Washington general partnership.  
28



1 **1.79 Farms Committee:** The official committee of unsecured creditors, as  
2 contemplated under Bankruptcy Code section 1102, which was appointed in the Chapter  
3 11 Case of Farms, as such committee may be reconstituted from time to time.

4 **1.80 Farms GUC Claims Schedule:** Exhibit J attached hereto setting forth the  
5 Allowed amounts of certain Class 3 Claims that shall be Allowed in such amounts for  
6 all purposes under the Plan, including for purposes of receiving Distributions under the  
7 Plan.

8 **1.81 File, Filed, or Filing:** Duly and properly filed with the Bankruptcy Court and  
9 reflected on the docket of the Chapter 11 Cases.

10 **1.82 Final Decree:** An order entered pursuant to Bankruptcy Code section 350 and  
11 Bankruptcy Rule 3022 closing the Chapter 11 Cases of one or both of the Debtors.

12 **1.83 Final Cash Collateral Orders:** That certain *Final Order Authorizing Debtor*  
13 *Easterday Farms to Use Cash Collateral and Granting Adequate Protection*, entered  
14 on March 25, 2021 [Docket No. 471] and *Final Order Authorizing Debtor Easterday*  
15 *Ranches, Inc. to Use Cash Collateral and Granting Adequate Protection*, entered on  
16 March 25, 2021 [Docket No. 470].

17 **1.84 Final Order:** An order or judgment of the Bankruptcy Court entered on the  
18 docket of the Chapter 11 Cases:

- 19 (a) that has not been reversed, rescinded, stayed, modified, or amended;
- 20 (b) that is in full force and effect; and
- 21 (c) with respect to which (i) the time to appeal or to seek review,  
22 rehearing, remand, or a writ of certiorari has expired and as to which no  
23 timely filed appeal or petition for review, rehearing, remand, or writ of  
24 certiorari is pending; or (ii) any such appeal or petition has been dismissed  
25 or resolved by the highest court to which the order or judgment was  
26 appealed or from which review, rehearing, remand, or a writ of certiorari  
27 was sought.

28 For the avoidance of doubt, no order shall fail to be a Final Order solely because of the  
possibility that a motion pursuant to Bankruptcy Code section 502(j), Rule 60 of the  
Federal Rules of Civil Procedure, or Bankruptcy Rule 9024 may be or has been filed  
with respect to such order.

**1.85 FRI:** Farmland Reserve, Inc., a Utah nonprofit corporation, and its affiliates,  
subsidiaries, officers, directors, managers, principals, members, employees, and agents,  
each in its capacities as (a) stalking horse bidder in connection with an auction held on

June 17, 2021 and the successful purchaser of the FRI Assets pursuant to the Purchase and Sale Agreement evidencing the Sale Transaction approved at a hearing before the Bankruptcy Court on July 14, 2021 and that closed on July 30, 2021, (b) landlord to the Debtors under that certain Temporary Lease Agreement that became effective on the closing of the Sale Transaction on July 30, 2021, and (c) obligor on the Plan Sponsor Contribution.

**1.86 FRI Assets:** All of FRI's right, title and interest in and to certain property identified in that certain Purchase and Sale Agreement evidencing the Sale Transaction that closed pursuant to the Sale Order on July 30, 2021.

**1.87 General Claims Bar Date:** May 28, 2021.

**1.88 General Unsecured Claim:** Any unsecured, non-priority Claim existing as of the Petition Date or a Rejection Claim that is asserted against either or both of the Debtors or the Estates and is not a Secured Claim, Tyson Claim, Segale Claim, Intercompany Claim, or Subordinated Claim.

**1.89 Global Settlement:** The global settlement among the Settling Parties as reflected in the Global Settlement Term Sheet and as incorporated into this Plan.

**1.90 Global Settlement Term Sheet:** The *Global Settlement Term Sheet*, dated April 14, 2022, by and among the Debtors, the Easterday Family, 3E, Produce, Dairy, the Ranches Committee, the Farms Committee, Tyson, and Segale that was approved by the Bankruptcy Court on April 20, 2022 [Docket No. 1560].

**1.91 Governance Adversary Proceeding:** *Easterday Ranches, Inc. and Easterday Farms v. Estate of Gale Easterday, et al.*, Adv. Pro. No. 22-80008-WLH (Bankr. E.D. Wash.).

**1.92 Governmental Claims Bar Date:** August 9, 2021.

**1.93 Holder:** The Person that is the owner of record of a Claim or Interest, as applicable.

**1.94 Idaho Contribution:** \$669,300.00.

**1.95 Impaired:** Any Class of Claims or Interests that is impaired within the meaning of Bankruptcy Code section 1124.

**1.96 Independent Directors:** R. Todd Neilson, Craig Barbarosh, and Thomas Saunders V.

1 **1.97 Initial Net Distributable Proceeds:** The first \$4.2 million of Net Distributable  
2 Proceeds, consisting of the Class 4 Initial Payment, the Class 5 Initial Payment, and the  
3 Class 6 Initial Payment.

4 **1.98 Insurance Policies:** All insurance policies that have been issued to, or provide  
5 coverage at, any of the Debtors and all agreements, instruments, or documents relating  
6 thereto.

7 **1.99 Insured Claim:** Any Claim or portion of a Claim (other than a Claim held by an  
8 employee of the Debtors for workers' compensation coverage under the workers'  
9 compensation program applicable in the particular state in which the employee is  
employed by the Debtors) that is insured under the Debtors' insurance policies, but only  
to the extent of such coverage.

10 **1.100 Intercompany Claim:** A Claim against a Debtor held by another Debtor.

11 **1.101 Interests:** All previously issued and outstanding common stock, preferred stock,  
12 partnership interests, or other ownership interests in either of the Debtors outstanding  
13 immediately prior to the Effective Date, including restricted stock, treasury stock, and  
14 all options, warrants, calls, rights, puts, awards, commitments, appreciation rights, or  
15 any other agreements of any character to convert, exchange, exercise for, or otherwise  
receive any such common stock, preferred stock, partnership interests, or other  
ownership interests.

16 **1.102 Karen Easterday Settlement Amount:** \$6,000,000.00.

17 **1.103 Karen Easterday Secured Note:** The *Secured Promissory Note* issued by Karen  
18 Easterday in favor of the Administrative Agent in the original principal amount of \$5  
19 million, in substantially the form attached hereto as **Exhibit E**.

20 **1.104 Lien:** Any lien, security interest, pledge, title retention agreement, encumbrance,  
21 leasehold, charge, mortgage, or hypothecation to secure payment of a debt or  
22 performance of an obligation, other than, in the case of securities and any other equity  
23 ownership interests, any restrictions imposed by applicable United States or foreign  
securities laws.

24 **1.105 Mutual Release Agreement:** A *Mutual Release Agreement* in substantially the  
25 form attached hereto as **Exhibit I**.

26 **1.106 Net Distributable Assets:** The Distributable Assets of the Post-Effective Date  
27 Debtors from and after the Effective Date once all such assets have been reduced to  
28 Cash (including, for the avoidance of doubt, the Net Sale Proceeds, the Plan Sponsor  
Contribution, and the Tyson Avoidance Action Settlement), net of amounts necessary  
to fund the payment of, as applicable and except as otherwise agreed by the Holders of

1 such Claims, Allowed Administrative Claims, Priority Tax Claims, Priority Claims,  
2 Farms General Unsecured Claims, Post-Effective Date Debtors' Expenses, and reserves  
3 established for any of the foregoing, but excluding those Distributable Assets of the  
4 Debtors or the Post-Effective Date Debtors that were subject to any Liens or Secured  
5 Claims as of the Effective Date until such time that such Liens or Secured Claims are  
6 satisfied in full. The Net Distributable Assets, commencing with the Initial Net  
Distribution, shall be distributed by the Plan Administrator in accordance with the terms  
of this Plan.

7 **1.107 Net Sale Proceeds:** The net proceeds from the sale of the Debtors' assets, as  
8 defined in the Cooperation Agreement.

9 **1.108 North Lot Actions:** Any and all causes of action, claims, remedies or rights that  
10 may be brought by or on behalf of the Debtor or the Estates under Bankruptcy Code  
11 sections 542, 544, 547, 548, 550, 551, or 553, or related state or federal statutes, or  
12 pursuant to any theory or cause of action under common law against AB  
Livestock, LLC (or its affiliates, successors, or assigns) related to the transfer by  
Ranches on or about January 22, 2021 of Ranches' North Lot property.

13 **1.109 Ordinary Course Professional:** Any ordinary course professional retained  
14 pursuant to an order of the Bankruptcy Court.

15 **1.110 Ordinary Course Professional Fee Claim:** A Claim of an Ordinary Course  
16 Professional for compensation or reimbursement of costs and expenses relating to  
17 services provided during the period from the Petition Date through and including the  
Effective Date.

18 **1.111 Person:** Any person or organization created or recognized by law, including any  
19 association, company, cooperative, corporation, entity, estate, fund, individual, joint  
20 stock company, joint venture, limited liability company, partnership, trust, trustee,  
21 unincorporated organization, government or any political subdivision thereof, or any  
other entity or organization of whatever nature.

22 **1.112 Petition Date:** (a) February 1, 2021, when used in reference to Ranches which  
23 filed its voluntary chapter 11 petition for relief in the Bankruptcy Court on such date;  
24  
25  
26  
27  
28

1 and (b) February 8, 2021, when used in reference to Farms which filed its voluntary  
2 chapter 11 petition for relief in the Bankruptcy Court on such date.

3 **1.113 Plan Administrator:** Seth R. Freeman of B. Riley Advisory Services shall be  
4 the initial Plan Administrator designated to wind up and liquidate the Debtors' affairs  
5 following the Effective Date.

6 **1.114 Plan Administrator Agreement:** The *Plan Administrator Agreement* by and  
7 between the Plan Administrator and the Post-Effective Date Debtors, in substantially  
8 the form attached hereto as **Exhibit G**.

9 **1.115 Plan Sponsor Contribution:** \$5,000,000.00, to be paid by FRI as set forth in  
10 Section 9.5 of the Plan. For the avoidance of doubt, the Plan Sponsor Contribution is a  
11 post-closing obligation of FRI that arose under the Purchase and Sale Agreement and  
12 remains contingent on the confirmation of the Plan in form and content that is consistent  
13 with the Sale Order.

14 **1.116 Plan Supplement:** The ancillary documents regarding the implementation and  
15 effectuation of the Plan, which will be filed on or before the date that is seven (7)  
16 calendar days prior to the Voting Deadline, as such documents may be amended and  
17 supplemented prior to the Confirmation Hearing.

18 **1.117 Post-Effective Date Debtors:** Post-Effective Date Debtor Farms and Post-  
19 Effective Date Debtor Ranches.

20 **1.118 Post-Effective Date Debtors' Causes of Action:** Collectively, all Avoidance  
21 Actions and Causes of Action held by the Debtors or the Estates as of the Effective Date  
22 that shall be vested in the Post-Effective Date Debtors, in each case as against any  
23 Person that is not a Released Party or Exculpated Party. For the avoidance of doubt, the  
24 Post-Effective Date Debtors' Causes of Action exclude the North Lot Actions and any  
25 Canyon Farm Avoidance Actions.

26 **1.119 Post-Effective Date Debtors' Assets:** Collectively, the Distributable Assets of  
27 each Debtor allocable to the respective Post-Effective Date Debtor, including the  
28 Causes of Action.

**1.120 Post-Effective Date Debtors' Expenses:** Any and all reasonable fees, costs, and  
expenses incurred by the Plan Administrator not inconsistent with the Plan, including,  
without limitation, (i) the maintenance or disposition of the Post-Effective Date  
Debtors' Assets, (ii) Plan Administrator fees, indemnity reserves, attorneys' fees, the  
fees of professionals, and other Persons retained by the Plan Administrator,

(iii) personnel-related expenses, and (iv) any taxes imposed on the Post-Effective Date Debtors' or in respect of the Post-Effective Date Debtors' Assets.

**1.121 Post-Effective Date Debtor Farms:** Farms and the Farms Estate after the Effective Date.

**1.122 Post-Effective Date Debtor Ranches:** Ranches and the Ranches Estate after the Effective Date.

**1.123 Post-Effective Date Indemnified Parties:** The Plan Administrator and their Related Parties, each in their respective capacity as such.

**1.124 Postpetition Corporate Actions:** The actions taken on March 12, 2022 by the Easterday Family purporting to remove the Independent Directors and replace them with the Replacement Directors, including the execution by the Easterday Family of (i) a unanimous written consent of the shareholders of Ranches purporting to remove the Independent Directors and (ii) an amendment to the Easterday Farms partnership agreement purporting to replace the Independent Directors with a manager

**1.125 Preference Claim:** Any Avoidance Action that may be brought by or on behalf of the Debtors or the Estates under Bankruptcy Code section 547, or under related state or federal statutes, or pursuant to any theory or cause of action under common law, regardless whether such action has been commenced prior to the Effective Date.

**1.126 Priority Claim:** A Claim that is entitled to priority under Bankruptcy Code section 507(a), other than an Administrative Claim and a Priority Tax Claim.

**1.127 Priority Tax Claim:** A Claim that is entitled to priority under Bankruptcy Code section 507(a)(8).

**1.128 Produce:** Easterday Farms Produce, Co., a Washington corporation.

**1.129 Produce Stock Redemption Agreement:** The Stock Redemption Agreement by and among Produce, Cody Easterday, and Debby Easterday, in substantially the form attached hereto as **Exhibit B-2**.

**1.130 Professional:** Any professional (other than an Ordinary Course Professional) employed in the Chapter 11 Cases pursuant to Bankruptcy Code sections 327, 328, 1103, or 1104 or any professional or other Person (in each case, other than an Ordinary Course Professional) seeking compensation or reimbursement of expenses in



1 connection with the Chapter 11 Cases pursuant to Bankruptcy Code section 503(b)(3)  
2 or 503(b)(4).

3 **1.131 Professional Fee Claim:** A Claim of a Professional for compensation or  
4 reimbursement of costs and expenses (or of members of any of the Committees for  
5 reimbursement of expenses) relating to services provided during the period from the  
Petition Date through and including the Effective Date.

6 **1.132 Professional Fee Reserves:** The reserves established and funded by the Debtors  
7 pursuant to Section 12.2 of the Plan to provide sufficient funds to satisfy in full all  
8 unpaid Allowed Professional Fee Claims that are not otherwise funded to the trust  
account of the Debtors' counsel.

9 **1.133 Pro Rata:** Proportionately so that the ratio of (a) the amount of consideration  
10 distributed on account of a particular Allowed Claim to (b) the amount or number of  
11 that Allowed Claim, is the same as the ratio of (x) the amount of consideration available  
12 for Distribution on account of, as applicable, all Allowed Claims in the Class in which  
13 the particular Allowed Claim is included to (y) as applicable, the amount of all Allowed  
Claims of that Class, as adjusted to take into account any applicable Distribution  
Reserves.

14 **1.134 Purchase and Sale Agreement:** The Purchase and Sale Agreement dated May  
15 19, 2021, Filed by the Debtors at Docket No. 737, that was approved as the Stalking  
16 Horse Agreement by the Bankruptcy Court on May 28, 2021 at Docket No. 749, that  
17 was subsequently amended by that certain First Amendment on June 18, 2021 and Filed  
18 as the successful bidder PSA on June 21, 2021 at Docket No. 830, and on which the  
19 Sale Transaction closed on July 30, 2021 in accordance with the Sale Order entered by  
the Bankruptcy Court on July 20, 2021 at Docket No. 927. For avoidance of doubt, the  
term Purchase and Sale Agreement includes any Exhibit, Schedule, or ancillary



1 agreement referenced in or related to the Purchase and Sale Agreement that was  
2 necessary to consummate the Sale Transaction.

3 **1.135 Ranches:** Debtor Easterday Ranches, Inc., a Washington corporation.

4 **1.136 Ranches Committee:** The official committee of unsecured creditors, as  
5 contemplated under Bankruptcy Code section 1102, which was appointed in the Chapter  
6 11 Case of Ranches, as such committee may be reconstituted from time to time.

7 **1.137 Rejection Claim:** Any Claim for monetary damages as a result of the rejection  
8 of any prepetition executory contract or unexpired lease, whether rejected pursuant to  
the Confirmation Order or otherwise.

9 **1.138 Rejection Claims Bar Date:** To the extent not previously established by prior  
10 order of the Bankruptcy Court, thirty (30) calendar days after the Effective Date.

11 **1.139 Related Parties:** Collectively, all of the respective accountants, agents,  
12 attorneys, bankers, consultants, financial advisors, investment bankers, professional  
13 persons, representatives, and successors and assigns of the referenced Person; *provided,*  
14 *however,* that the Debtors' Related Parties will be limited to the following Persons: R.  
Todd Neilson; Craig Barbarosh; Thomas Saunders V; T. Scott Avila; Peter Richter;  
15 Paladin Management Group, LLC (and each of their subcontractors and their respective  
16 Related Parties); Pachulski Stang Ziehl & Jones LLP; Bush Kornfeld LLP; and Davis  
Wright Tremaine LLP; *provided further,* for the avoidance of doubt, with respect to  
17 each Committee, "Related Parties" shall include the members of such Committee but  
18 solely in their capacity as a member of such Committee, each of such member's  
representatives with respect to the Committee, and their counsel, if any; *provided*  
19 *further,* with respect to the Easterday Family, "Related Parties" shall also include any  
20 and all related family members and entities (except for Weyns Farms LLC) in which  
the Easterday Family or their related family members own an interest and those Persons'  
21 Related Parties.

22 **1.140 Released Parties:** Collectively, (a) the Debtors' and their Related Parties, (b) the  
23 Easterday Family Released Parties and their Related Parties, (c) the Farms Committee  
and its Related Parties, (d) the Ranches Committee and its Related Parties, (e) Tyson  
24 and its Related Parties, (f) Segale and its Related Parties, and (g) FRI and its Related  
Parties.

25 **1.141 Releasing Parties:** Collectively, (a) the Released Parties; (b) all Holders of  
26 Claims that (i) vote to accept the Plan and (ii) do not affirmatively opt out of the Third  
27 Party Release provided by Section 10.2(a) hereof pursuant to a duly executed Ballot;  
28 *provided that,* notwithstanding anything contained herein to the contrary, in no event  
shall the Holder of a Claim that (x) does not vote to accept or reject this Plan, (y) votes

to reject this Plan, or (z) appropriately marks the Ballot to opt out of the Third Party Release provided in Section 10.2(a) hereof and returns such Ballot in accordance with the Solicitation Procedures Order, be a Releasing Party; and (c) with the respect to the Easterday Family Released Parties, Releasing Parties shall also include the Additional Easterday Family Releasing Parties.

**1.142 Replacement Directors:** Eric Bonnett, Clyde Hamstreet, Mark Calvert, Matt McKinlay, and Stephen Benson.

**1.143 Replacement Director Fee:** \$10,000 per Replacement Director.

**1.144 Sale Order:** The Bankruptcy Court's *Order (A) Authorizing the Debtors to Acquire Certain Assets Owned by the Easterdays; (B) Authorizing the Sale of Property Free and Clear of Interests, Including Liens, Claims, Liabilities, and Encumbrances; (C) Granting the Buyer the Protections Afforded to a Good Faith Purchaser; (D) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (E) Granting Related Relief* [Docket No. 927], as supplemented by the *Supplemental Sale Order Concerning the Initial Paydown Amount for Prudential Insurance Company of America* [Docket No. 948].

**1.145 Sale Transaction:** Collectively, (a) the Debtors' purchase, to the extent necessary, of the Easterday Family's rights, title and interests in and to the "Easterday Property" (as such term is defined in the Purchase and Sale Agreement); (b) the Debtors' sale to FRI of all the "Property" (as such term is defined in the Purchase and Sale Agreement); (c) FRI's leaseback of the "Property" to the Debtors pursuant to the Temporary Lease Agreement; and (d) FRI's obligation to contribute the Plan Sponsor Contribution in support of the consummation of the Plan.

**1.146 Scheduled:** Set forth in the Schedules.

**1.147 Schedules:** The Schedules of Assets and Liabilities Filed by the Debtors in the Chapter 11 Cases, as such Schedules may be amended from time to time in accordance with Bankruptcy Rule 1009.

**1.148 Section 503(b)(9) Claim:** A Claim arising under Bankruptcy Code section 503(b)(9).

**1.149 Secured Claim:** A Claim that is secured by a valid, perfected, and enforceable Lien on property in which the Debtors or the Estates have an interest, which Lien is valid, perfected, and enforceable under applicable law and not subject to avoidance under the Bankruptcy Code or applicable non-bankruptcy law. A Claim is a Secured Claim only to the extent of the value of the Holder's interest in the Debtors' interest in the Collateral or to the extent of the amount subject to set-off against a Cause of Action

1 held by the Debtors, whichever is applicable, and as determined under Bankruptcy Code  
2 section 506(a). To the extent that the value of such interest in the Debtors' interest in  
3 the subject Collateral or the amount subject to set-off against a Cause of Action held by  
4 the Debtors (as applicable) is less than the amount of the Claim which has the benefit  
5 of such security or is supported by such setoff right, such portion of the Claim is  
6 unsecured and shall be treated as a General Unsecured Claim unless, in any such case,  
7 the Class of which the Secured Claim is a part makes a valid and timely election in  
8 accordance with Bankruptcy Code section 1111(b) to have such Claim(s) treated as a  
9 Secured Claim to the extent Allowed.

10 **1.150 Securities Act:** The Securities Act of 1933, as amended.

11 **1.151 Segale:** Segale Properties, LLC and any affiliates, successors, and assigns.

12 **1.152 Segale Claims:** All Claims of Segale against Ranches.

13 **1.153 Settling Parties:** The Debtors, the Easterday Family, 3E, Produce, Dairy, the  
14 Ranches Committee, the Farms Committee, Segale, and Tyson.

15 **1.154 Subordinated Claim:** Collectively, any Claim that is subordinated to General  
16 Unsecured Claims pursuant to Bankruptcy Code section 510, a Final Order, or by  
17 consent of the Holder of such Claim. For the avoidance of doubt, the CFTC Claim is a  
18 Subordinated Claim.

19 **1.155 Supplemental Bar Date:** Any supplemental bar date that may be established by  
20 an order of the Bankruptcy Court.

21 **1.156 Temporary Lease Agreement:** The leaseback, effective as of July 30, 2021 by  
22 and between FRI, as lessor, and the Debtors, as lessee, that was part of the Sale  
23 Transaction evidenced by the Purchase and Sale Agreement and authorized and  
24 approved by the Bankruptcy Court pursuant to its entry of the Sale Order. For  
25 avoidance of doubt, references in the Plan to the Purchase and Sale Agreement include  
26 the Temporary Lease Agreement.

27 **1.157 Third Party Releases:** The releases given on behalf of the Releasing Parties  
28 as set forth in Section 10.2(a) herein.

**1.158 Tyson:** Tyson Fresh Meats, Inc. and any affiliates, successors, and assigns.

**1.159 Tyson Avoidance Action:** Any Causes of Action of the Debtors against Tyson  
relating to the prepetition transfer of "Customer 3 Cattle" to Tyson worth an estimated  
\$58,100,000.00.

**1.160 Tyson Claims:** All Claims of Tyson against the Debtors.

1 **1.161 Tyson-Segale Preserved Claims:** All Claims of Tyson or Segale against Cody  
2 Easterday, including, to the extent applicable, community property assets.

3 **1.162 Unimpaired:** Any Class of Claims that is not impaired within the meaning of  
4 Bankruptcy Code section 1124.

5 **1.163 Uninsured Portion:** The portion of any Insured Claim, if any, that is not insured  
6 under the Debtors' insurance policies or that is beyond the extent of such coverage.

7 **1.164 Unliquidated Claim:** Any Claim that is Scheduled as unliquidated or that was  
8 filed in an unliquidated amount.

9 **1.165 U.S. Trustee:** The Office of the United States Trustee for the Eastern District of  
10 Washington.

11 **1.166 Voting Deadline:** The date and time by which all Ballots to accept or reject the  
12 Plan must be received in order to be counted under the Disclosure Statement Order.

## 13 **ARTICLE II**

### 14 **CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS**

15 **2.1 Summary and Classification of Claims.** This Section classifies Claims – except  
16 for Administrative Claims, Professional Fee Claims, and Priority Tax Claims, which  
17 are not classified – for all purposes, including confirmation, Distributions, and voting.  
18 A Claim is classified in a particular Class only to the extent that the Claim falls within  
19 the Class description. To the extent that part of a Claim falls within a different Class  
20 description, that part of the Claim is classified in that different Class. The following  
21 table summarizes the Classes of Claims under the Plan:

22 <b>CLASS</b>	<b>DESCRIPTION</b>	<b>IMPAIRED/ UNIMPAIRED</b>	<b>VOTING STATUS</b>
23 None	Administrative Claims	Unimpaired	Not Entitled to Vote
24 None	Professional Fee Claims	Unimpaired	Not Entitled to Vote
25 None	Priority Tax Claims	Unimpaired	Not Entitled to Vote
26 Class 1	Secured Claims <sup>2</sup>	Unimpaired	Not Entitled to Vote (deemed to accept)

27  
28 <sup>2</sup> To comply with Bankruptcy Code section 1122(a), each Allowed Secured Claim  
shall be deemed to be in its own subclass (unless such Holder shares the same Lien

CLASS	DESCRIPTION	IMPAIRED/ UNIMPAIRED	VOTING STATUS
Class 2	Priority Claims	Unimpaired	Not Entitled to Vote (deemed to accept)
Class 3	Farms General Unsecured Claims	Impaired	Entitled to Vote
Class 4	Ranches General Unsecured Claims	Impaired	Entitled to Vote
Class 5	Tyson Claims	Impaired	Entitled to Vote
Class 6	Segale Claims Against Ranches	Impaired	Entitled to Vote
Class 7	Subordinated Claims	Impaired	Not Entitled to Vote (deemed to reject)
Class 8	Intercompany Claims	Impaired	Not Entitled to Vote (deemed to accept as plan proponent)
Class 9	Interests	Impaired	Not Entitled to Vote (deemed to reject)

**NOTWITHSTANDING ANY OTHER TERM OR PROVISION OF THE PLAN, NO DISTRIBUTIONS WILL BE MADE ON ACCOUNT OF ANY CLAIM THAT IS NOT AN ALLOWED CLAIM AND NO RIGHTS WILL BE RETAINED ON ACCOUNT OF ANY CLAIM THAT IS A DISALLOWED CLAIM.**

## **2.2 Subordinated Claims Generally.**

The allowance, classification, and treatment of all Claims under the Plan, including Subordinated Claims, shall take into account and conform to the contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, Bankruptcy Code sections 510(a) or 510(b), or otherwise. Pursuant to Bankruptcy Code section 510, the Post-Effective Date Debtors shall reserve the right to re-classify, or to seek to subordinate, any Claim as a Subordinated Claim in accordance with any contractual, legal, or equitable subordination relating thereto, and the treatment afforded any Claim under the Plan that

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on Collateral with a different Holder of another Secured Claim, in which case such Claims shall be deemed to be included together in the same subclass).

1 becomes a Subordinated Claim at any time shall be modified to reflect such  
2 subordination.

### 3 **2.3 Intercompany Claims.**

4 All Intercompany Claims shall be disallowed pursuant to this Plan and shall be  
5 cancelled as of the Effective Date.

### 6 **2.4 Classification & Voting Controversies.**

7 (a) If a controversy arises regarding whether any Claim is properly classified  
8 under the Plan, then the Bankruptcy Court shall, upon proper motion and notice,  
9 determine such controversy at the Confirmation Hearing.

10 (b) If the Bankruptcy Court finds that the classification of any Claim is  
11 improper, then such Claim shall be reclassified and the Ballot previously cast by the  
12 Holder of such Claim shall be counted in, and the Claim shall receive the treatment  
13 prescribed in, the Class in which the Bankruptcy Court determines such Claim should  
14 have been classified, without the necessity of resoliciting any votes on the Plan.

## 14 **ARTICLE III**

### 15 **TREATMENT OF CLAIMS AND EQUITY INTERESTS**

#### 16 **3.1 Unclassified Claims.**

17 **3.1.1 Administrative Claims.** Except as otherwise provided for herein, and  
18 subject to the requirements of the Plan, on or as soon as reasonably practicable after the  
19 later of (i) the Effective Date and (ii) thirty (30) calendar days following the date on  
20 which an Administrative Claim becomes an Allowed Administrative Claim, the Holder  
21 of such Allowed Administrative Claim shall receive, in full satisfaction, settlement, and  
22 release of and in exchange for such Allowed Administrative Claim, (a) Cash equal to  
23 the unpaid portion of such Allowed Administrative Claim or (b) such other less  
24 favorable treatment as to which such Holder and the Plan Administrator shall have  
25 agreed upon in writing.

26 **3.1.2 Professional Fee Claims.** Professional Fee Claims shall be paid as set  
27 forth in Section 12.2 of the Plan.

28 **3.1.3 Priority Tax Claims.** In full satisfaction, settlement, and release of, and  
in exchange for such Claims, Allowed Priority Tax Claims shall be paid, at the Plan  
Administrator's option, as follows: (a) Cash equal to the unpaid portion of such  
Allowed Priority Tax Claim on the later of the Effective Date and thirty (30) calendar



1 days following the date on which such Priority Tax Claim becomes an Allowed Priority  
2 Tax Claim; (b) in regular installment payments in Cash over a period not exceeding  
3 five (5) years after the Petition Date, plus interest on the unpaid portion thereof at the  
4 rate determined under applicable non-bankruptcy law as of the calendar month in which  
5 the Effective Date occurs (provided that such election shall be without prejudice to the  
6 right to prepay any such Allowed Priority Tax Claim in full or in part without penalty);  
or (c) such other treatment as to which the Holder of an Allowed Priority Tax Claim  
and the Plan Administrator shall have agreed upon in writing.

### 7 **3.2 Class 1: Secured Claims.**

8 Classification. Class 1 consists of all Secured Claims against the Debtors,  
9 including Secured Tax Claims.

10 Treatment. The legal, equitable, and contractual rights of Holders of Allowed  
11 Class 1 Claims are unaltered by the Plan and the Liens of the Holders of Allowed Class  
12 1 Claims will continue to attach to their respective Collateral, provided that all such  
13 Claims shall remain subject to any and all defenses, challenges, counterclaims, and  
14 setoff or recoupment rights with respect thereto. Unless the Plan Administrator and the  
15 Holder of an Allowed Class 1 Claim agree to other treatment, on or as soon as is  
16 reasonably practicable after the Effective Date, each Holder of an Allowed Class 1  
17 Claim shall receive, at the option of the Plan Administrator: (i) Cash in the Allowed  
18 amount of such Holder's Allowed Class 1 Claim; or (ii) the return of the Collateral  
19 securing such Allowed Class 1 Claim, without representation or warranty by any Person  
20 (and without recourse against any Person regarding such Secured Claim); or (iii) (A) the  
21 cure of any default, other than a default of the kind specified in Bankruptcy Code section  
22 365(b)(2), that Bankruptcy Code section 1124(2) requires to be cured, with respect to  
23 such Holder's Allowed Class 1 Claim, without recognition of any default rate of interest  
or similar penalty or charge, and upon such cure, no default shall exist; (B) the  
reinstatement of the maturity of such Allowed Class 1 Claim as the maturity existed  
before any default, without recognition of any default rate of interest or similar penalty  
or charge; and (C) retention of its unaltered legal, equitable, and contractual rights with  
respect to such Allowed Class 1 Claim, including through the retention of any  
associated Lien on the Collateral securing such Allowed Class 1 Claim.

24 The Bankruptcy Court shall retain jurisdiction and power to determine the  
25 amount necessary to satisfy any Allowed Class 1 Claim for which treatment is elected  
26 under clause (i) or clause (iii) of the immediately foregoing paragraph. With respect to  
27 any Allowed Class 1 Claim for which treatment is elected under clause (i), any Holder  
28 of such Allowed Class 1 Claim shall release (and by the Confirmation Order shall be  
deemed to release) all Liens against any Estate Assets. Notwithstanding anything else



1 in the Plan, the Holders of Allowed Class 1 Claims will have no right to receive any  
2 Distribution from, or otherwise share in, any of the Easterday Family Consideration.

3 Voting. Claims in Class 1 are Unimpaired. Each Holder of an Allowed Class 1  
4 Claim is conclusively presumed to have accepted this Plan and, therefore, is not entitled  
5 to vote.

### 6 **3.3 Class 2: Priority Claims.**

7 Classification. Class 2 consists of all Priority Claims.

8 Treatment. On, or as soon as reasonably practicable after, the later of (i) the  
9 Effective Date and (ii) the date on which a Priority Claim becomes payable pursuant to  
10 and as specified by an order of the Bankruptcy Court, the Holder of such Allowed  
11 Class 2 Claim shall receive, in full satisfaction, settlement, and release of and in  
12 exchange for such Allowed Class 2 Claim, either (a) Cash from the Post-Effective Date  
13 Debtors equal to the unpaid portion of such Allowed Priority Claim or (b) such other  
14 less favorable treatment to which such Holder and the Plan Administrator shall have  
15 agreed upon in writing.

16 Voting. Claims in Class 2 are Unimpaired. Each Holder of an Allowed Class 2  
17 Claim is conclusively presumed to have accepted this Plan and, therefore, is not entitled  
18 to vote.

### 19 **3.4 Class 3: Farms General Unsecured Claims.**

20 Classification. Class 3 consists of all Farms General Unsecured Claims.

21 Treatment. On or as soon as practicable after the Effective Date, each Holder of  
22 an Allowed Class 3 Claim shall receive, as the sole distribution or dividend by Farms  
23 or its Estate under this Plan on account of such Allowed Class 3 Claim, Cash from the  
24 Post-Effective Date Debtors in an amount equal to 100% of such Holder's Allowed  
25 Class 3 Claim. Allowed Class 3 Claims shall not include any amounts for postpetition  
26 interest or attorney's fees with respect to such Class 3 Claims. The Class 3 Claims set  
27 forth on the Farms GUC Claims Schedule (Exhibit J to the Plan) shall be Allowed in  
28 the amounts set forth in the Farms GUC Claims Schedule for all purposes under the  
Plan, including for purposes of receiving Distributions under the Plan; *provided that*,  
for the avoidance of doubt, any Class 3 Claim that is not included on the Farms GUC  
Claims Schedule but is otherwise Allowed shall be entitled to the full treatment afforded  
to Class 3 Claims under the Plan. Notwithstanding anything to the contrary herein, the  
Debtors or the Post-Effective Date Debtors, as applicable, shall complete distributions  
to the Holders of Allowed Class 3 Claims set forth on the Farms GUC Claims Schedule  
within seven (7) calendar days after the Effective Date.

1 All Avoidance Actions against Holders of Allowed Farms General Unsecured  
2 Claims shall be deemed released and waived upon the Effective Date and shall not be  
3 included in the Post-Effective Date Debtors' Assets.

4 Voting. Class 3 Claims are Impaired and, therefore, each Holder of an Allowed  
5 Class 3 Claim is entitled to vote.

### 6 **3.5 Class 4: Ranches General Unsecured Claims.**

7 Classification. Class 4 consists of all Ranches General Unsecured Claims.

8 Treatment. On or as soon as practicable after the Effective Date, each Holder of  
9 an Allowed Class 4 Claim shall receive (a) its Pro Rata share of the Class 4 Initial  
10 Payment and (b) its Pro Rata share of the Class 4 Net Distributable Assets (subject to  
any Distribution Reserve).

11 The Holders of Allowed Class 4 Claims shall not have any interest in any of the  
12 Easterday Family Contribution Instruments, restitution claims against Cody Easterday,  
13 or the North Lot Actions.

14 All Avoidance Actions against Holders of Allowed Class 4 Claims shall be  
15 deemed released and waived upon the Effective Date and shall not be included in the  
Post-Effective Date Debtors' Assets.

16 Voting. Class 4 Claims are Impaired and, therefore, each Holder of an Allowed  
17 Class 4 Claim is entitled to vote.

### 18 **3.6 Class 5: Tyson Claims.**

19 Classification. Class 5 consists of all Tyson Claims.

20 Treatment. Tyson shall have an Allowed Class 5 Claim in the amount of  
21 \$261,316,000.00. On or as soon as practicable after the Effective Date, each Holder of  
22 an Allowed Class 5 Claim shall receive (a) its Pro Rata share of the Class 5 Initial  
23 Payment, (b) its Pro Rata share of the Class 5 Net Distributable Assets (subject to any  
24 Distribution Reserve), (c) its Pro Rata share of the proceeds of the Easterday Family  
Contribution Instruments, and (d) assignment of the North Lot Actions.

25 All Estate claims against Tyson, including any Avoidance Actions, shall be  
26 deemed released and waived upon the Effective Date.

27 At the Effective Date, the North Lot Actions will be deemed assigned to Tyson,  
28 including, but not limited to, any prepetition claims Tyson may have had relating to the  
transfer of the North Lot. Tyson will be the representative of the Estates appointed

pursuant to Bankruptcy Code section 1123(b)(3) regarding the assigned North Lot Actions and Tyson will have exclusive authority to institute, commence, file, pursue, prosecute, enforce, abandon, settle, compromise, release, waive, dismiss, or withdraw the North Lot Actions without any further order of the Bankruptcy Court. Any proceeds related to the North Lot Actions belong exclusively to Tyson. However, any costs or expenses that may be incurred by the Post-Effective Date Debtors, the Plan Administrator, or any of its employees, representatives, or professionals in connection with the North Lot Actions, if any, shall be reimbursed and borne entirely by Tyson.

Voting. Class 5 Claims are Impaired and, therefore, each Holder of an Allowed Class 5 Claim is entitled to vote.

### **3.7 Class 6: Segale Claims Against Ranches.**

Classification. Class 6 consists of all Segale Claims against Ranches.<sup>3</sup>

Treatment. Segale shall have an Allowed Class 6 Claim in the amount of \$7,830,641. On or as soon as practicable after the Effective Date, each Holder of an Allowed Class 6 Claim shall receive (a) its Pro Rata share of the Class 6 Initial Payment, (b) its Pro Rata share of the Class 6 Net Distributable Assets (subject to any Distribution Reserve), and (c) its Pro Rata share of the proceeds of the Easterday Family Contribution Instruments.

All Estate claims against Segale, including any Avoidance Actions, shall be deemed released and waived upon the Effective Date.

The Holders of Allowed Class 6 Claims shall not have any interest in the North Lot Actions.

Voting. Class 6 Claims are Impaired and, therefore, each Holder of an Allowed Class 6 Claim is entitled to vote.

Clarification. Nothing in this Section 3.7 shall affect Segale's Claims against Farms, which are Allowed in the amount of \$53,000.

### **3.8 Class 7: Subordinated Claims.**

Classification. Class 7 consists of all Subordinated Claims.

Treatment. Holders of Class 7 Claims shall not receive any payment on account of their Claims.

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<sup>3</sup> For the avoidance of doubt, Segale also has an Allowed Class 3 Claim that shall receive the same treatment as other Allowed Class 3 Claims.

1        Voting. Each Holder of a Class 7 Claim will be deemed to have rejected this  
2 Plan and, therefore, is not entitled to vote on this Plan.

3        **3.9    Class 8: Intercompany Claims.**

4        Classification. Class 8 consists of all Intercompany Claims.

5        Treatment. Holders of Class 8 Claims shall not receive any payment on account  
6 of their Claims.

7        Voting. Each Holder of a Class 8 Claim is a proponent of the Plan and will  
8 therefore conclusively be deemed to have accepted this Plan.

9        **3.10   Class 9: Interests.**

10       Classification. Class 9 consists of all Interests in the Debtors.

11       Treatment. On the Effective Date, the Interests will be cancelled and Holders of  
12 Class 9 Interests will not receive any Distribution pursuant to this Plan.

13       Voting. Each Holder of a Class 9 Interest will be deemed to have rejected this  
14 Plan and, therefore, is not entitled to vote on this Plan.

15       **3.11   Special Provisions Regarding Insured Claims.**

16       (a) Any Allowed General Unsecured Claim with respect to an Insured Claim  
17 shall be limited to the Uninsured Portion of such Claim, provided such Claims have  
18 been timely Filed by the applicable Claims Bar Date.

19       (b) If there is insurance purchased by or otherwise applicable to the Debtors,  
20 any Person with rights against or under the applicable insurance policy, including the  
Post-Effective Date Debtors and Holders of Insured Claims, may pursue such rights.

21       (c) Nothing in this Section 3.11 shall constitute a waiver of any Causes of  
22 Action the Debtors, the Estates, or the Post-Effective Date Debtors may hold against  
23 any Person, including the Debtors' insurance carriers; and nothing in this Section 3.11  
24 is intended to, shall, or shall be deemed to preclude any Holder of an Insured Claim  
25 from seeking or obtaining a distribution or other recovery from any insurer of the  
26 Debtors in addition to (but not in duplication of) any Distribution such Holder may  
27 receive under the Plan; *provided, however*, that the Debtors and the Post-Effective Date  
Debtors do not waive and expressly reserve their rights to assert that any insurance  
coverage is property of the Estates to which they are entitled.

28       (d) The Plan shall not expand the scope of, or alter in any other way, the rights  
and obligations of the Debtors' insurers under their policies, and the Debtors' insurers

1 shall retain any and all defenses to coverage that such insurers may have, including the  
2 right to contest or litigate with any Person the existence, primacy, or scope of available  
3 coverage under any allegedly applicable policy. The Plan shall not operate as a waiver  
4 of any other Claims the Debtors' insurers have asserted or may assert in any proof of  
claim or of any objections or defenses to any such Claims.

### 5 **3.12 Comprehensive Settlement of Claims and Controversies.**

6 **3.12.1 Generally.** Pursuant to Bankruptcy Code sections 1123(a)(5),  
7 1123(b)(3), and 1123(b)(6), as well as Bankruptcy Rule 9019, and in consideration for  
8 the Distributions and other benefits provided under the Plan, the provisions of the Plan  
9 will constitute a good faith compromise and settlement of all claims and controversies  
10 relating to the rights that a Holder of a Claim or an Interest may have against either  
11 Debtor or the Easterday Family Released Parties with respect to any Claim, Interest, or  
12 any Distribution on account thereof, all potential Intercompany Claims and Causes of  
13 Action against either Debtor or the Easterday Family Released Parties, and contentions  
14 made by various parties in interest respecting substantive consolidation of the Debtors  
15 and their Estates and the Easterday Family Released Parties, and any and all claims and  
16 controversies by the Debtors against the Easterday Family Released Parties. For the  
17 avoidance of doubt, any release of Claims or Causes of Action by a Holder of a Claim  
18 with respect to the Easterday Family Released Parties shall be as set forth in section  
19 10.2 of the Plan. The entry of the Confirmation Order will constitute the Bankruptcy  
20 Court's approval, as of the Effective Date, of the compromise or settlement of all such  
21 claims or controversies and the Bankruptcy Court's finding that all such compromises  
or settlements are: (i) in the best interest of the Debtors, the Estates, and their respective  
property and stakeholders; and (ii) fair, equitable, and reasonable. This comprehensive  
compromise and settlement is a critical component of the Plan and is designed to  
provide a resolution of myriad disputed intercompany and intercreditor Claims, Liens,  
and Causes of Action that otherwise could take years to resolve, which would delay and  
undoubtedly reduce the Distributions that ultimately would be available for all  
Creditors.

22 **3.12.2 Net Sale Proceeds.** On the Effective Date, the remainder of the Net Sale  
23 Proceeds in the Escrow Account shall be released to the Post-Effective Date Debtors to  
24 be distributed in accordance with the Plan.

## 25 **ARTICLE IV**

### 26 **ACCEPTANCE OR REJECTION OF THE PLAN**

27 **4.1 Impaired Class of Claims Entitled to Vote.** Only the votes of Holders of  
28 Allowed Claims in Class 3, Class 4, Class 5, and Class 6 shall be solicited with respect  
to the Plan.

1 **4.2 Acceptance by an Impaired Class.** In accordance with Bankruptcy Code section  
2 1126(c), and except as provided in Bankruptcy Code section 1126(e), the Holders of  
3 Claims in any Class entitled to vote on the Plan shall have accepted the Plan if the Plan  
4 is accepted by the Holders of at least two-thirds ( $\frac{2}{3}$ ) in dollar amount and more than  
5 one-half ( $\frac{1}{2}$ ) in number of the Allowed Claims in such Class that have timely and  
6 properly voted to accept or reject the Plan. Holders of Class 8 Intercompany Claims  
7 are proponents of the Plan and are conclusively presumed to have accepted the Plan.

8 **4.3 Presumed Acceptances by Unimpaired Classes.** Class 1 and Class 2 are  
9 Unimpaired under the Plan. Under Bankruptcy Code section 1126(f), the Holders of  
10 Claims in such Unimpaired Classes are conclusively presumed to have accepted the  
11 Plan, and, therefore, the votes of such Holders shall not be solicited.

12 **4.4 Impaired Classes Deemed to Reject Plan.** Holders of Subordinated Claims in  
13 Class 7 and Interests in Class 9 are not entitled to receive or retain any property or  
14 interests in property under the Plan. Under Bankruptcy Code section 1126(g), such  
15 Holders are deemed to have rejected the Plan, and, therefore, the votes of such Holders  
16 shall not be solicited.

17 **4.5 Modifications of Votes.** Following the Voting Deadline, no Creditors entitled to  
18 vote on the Plan will be able to change their votes cast on the Plan or any attendant  
19 elections or preferences without the written consent of the Debtors, which consent may  
20 be given or withheld in the Debtors' reasonable discretion.

21 **4.6 Confirmation Pursuant to Bankruptcy Code Section 1129(b).** Because at least  
22 one Impaired Class is deemed to have rejected the Plan, the Debtors will and hereby  
23 request confirmation of the Plan under Bankruptcy Code section 1129(b). The Debtors  
24 reserve the right to alter, amend, modify, revoke, or withdraw the Plan, the Plan  
25 Supplement, or any schedule or exhibit, including to amend or modify it to satisfy the  
26 requirements of Bankruptcy Code section 1129(b), if necessary.

27 **4.7 Elimination of Vacant Classes.** Any Class of Claims or Interests that does not  
28 contain, as of the date of the commencement of the Confirmation Hearing, a Holder of  
an Allowed Claim, or a Holder of a Claim temporarily allowed under Bankruptcy Rule  
3018, shall be deemed deleted from the Plan for purposes of determining acceptance of  
the Plan by such Class under Bankruptcy Code section 1129(a)(8).

**4.8 Joint Plan.** This Plan represents a joint plan resolving all assets and liabilities for  
both of the Debtors. As further discussed in Section 12.5 of the Plan, the Debtors may  
alter, amend, or modify this Plan at or before the Confirmation Hearing in the Debtors'  
reasonable discretion.



1 **ARTICLE V**

2 **MEANS FOR IMPLEMENTATION OF THE PLAN**

3  
4 **5.1 Implementation of the Plan.** Pursuant to Bankruptcy Code sections 1123(a)(5),  
5 1123(b)(3), and 1123(b)(6), as well as Bankruptcy Rule 9019, the Plan effectuates a  
6 global resolution of, among other things, disputes between the Farms and Ranches  
7 Estates. In accordance with the Global Settlement Term Sheet, Holders of Allowed  
8 Class 3 Claims (Farms General Unsecured Claims) receive a 100% recovery, excluding  
9 postpetition interest and attorneys' fees. The Plan Administrator is authorized and  
10 directed to make Distributions of the Distributable Assets pursuant to and in accordance  
11 with the Plan.

12 The Plan also effectuates a global resolution of disputes between and/or among  
13 the Easterday Family, 3E, Produce, Dairy, the Debtors, the Farms Committee, the  
14 Ranches Committee, Tyson, and Segale pursuant to the contribution of funds and  
15 release of claims as set forth herein by the Easterday Family and an agreed allocation  
16 of distributions to be made by the Debtors and Post-Effective Date Debtors on account  
17 of the Allowed Claims in Classes 4, 5, and 6 of the Plan. Holders of Allowed Claims in  
18 Classes 5 and 6 of the Plan shall also receive the Easterday Family Contribution  
19 Instruments to be held by the Administrative Agent in accordance with and pursuant to  
20 the terms of the Administrative Agent Agreement.

21 For the avoidance of doubt, the claims being resolved as part of the global  
22 resolution include but are not limited to any and all claims and controversies by the  
23 Debtors against the Easterday Family Released Parties, including, but not limited to,  
24 any deficiency claims held by the Farms Estate against the Easterday Family, as well as  
25 claims against 3E, Produce, Dairy, and any and all claims by the Ranches Estate related  
26 to breaches of any duty by the Easterday Family.

27 **5.2 Implementation of the Global Settlement.** The Plan effectuates the Global  
28 Settlement among the Settling Parties as agreed pursuant to the Global Settlement Term  
Sheet.

29 **5.2.1 The Karen Easterday Settlement Amount.** Upon the Effective Date,  
30 and in satisfaction of Karen Easterday's claims asserted in the Allocation Dispute  
31 Adversary Proceeding, Farms will pay the Karen Easterday Settlement Amount,  
32 reduced by the Basin City Property Purchase Price and the Idaho Contribution. The  
33 remaining Karen Easterday Settlement Amount will be applied to the Easterday Dairy  
34 LLC Note and BC 140 LLC Secured Guaranty, such that the net cash payment by Farms  
35 on account of the Karen Easterday Settlement Amount will be zero.

36 **5.2.2 The Karen Easterday Secured Note.** On the Effective Date, Karen



1 Easterday will issue the Karen Easterday Secured Note to the Administrative Agent to  
2 be held in accordance with the Administrative Agent Agreement. The Karen Easterday  
3 Secured Note will be in the amount of \$5 million with 3% simple interest paid at  
4 maturity, which will occur two years after the Effective Date of the Plan. The Karen  
5 Easterday Secured Note will be secured by a first deed of trust or mortgage on Karen  
6 Easterday's Franklin County, Washington home and surrounding property.

7 **5.2.3 The Idaho Contribution.** On account of property in Kootenai County,  
8 Idaho in which Karen Easterday owns an interest, Karen Easterday shall pay the Debtors  
9 the Idaho Contribution, on the Effective Date. The Idaho Contribution shall be paid as  
10 a reduction of the Karen Easterday Settlement Amount.

11 **5.2.4 The Basin City Sale.** On or before the Effective Date, Cody and Debby  
12 Easterday shall sell their interests in the Basin City Properties to BC 140, LLC for the  
13 Basin City Property Purchase Price (\$4.2 million), plus the assumption of the liability  
14 for the loan (in the approximate amount of \$1.2 million) with Equitable Life, subject to  
15 consent of Equitable Life. The Basin City Property Purchase Price will be funded from  
16 the Karen Easterday Settlement Amount. Simultaneously with closing of the sale of the  
17 Basin City Properties, Cody and Debby Easterday shall contribute the Basin City  
18 Property Purchase Price to the Debtors.

19 **5.2.5 The Easterday Dairy, LLC Note and BC 140 LLC Secured**  
20 **Guaranty.** In full satisfaction of the outstanding note receivable owed by Dairy to  
21 Farms, on the Effective Date, Dairy will provide the Administrative Agent, to be held  
22 in accordance with the Administrative Agent Agreement, the Easterday Dairy LLC  
23 Note (\$2,169,300). The full amount of the Easterday Dairy LLC Note, including  
24 principal and accrued interest, shall be due and payable two years from the Effective  
25 Date.

26 The Easterday Dairy LLC Note shall be guaranteed by BC 140 LLC, pursuant to  
27 the BC 140 LLC Secured Guaranty. In the event that Equitable Life does not consent  
28 to a junior lien or deed of trust on the Basin City Properties on which it claims a lien,  
100% of the membership interests in BC 140 LLC shall be pledged as an alternative  
thereto, subject to the consent of Equitable Life, if necessary. The Easterday Dairy LLC  
Note and the BC 140 LLC Secured Guaranty shall not be cross-defaulted or cross-  
collateralized with the Karen Easterday Secured Note.

1       **5.2.6    The Easterday Family Contribution Instruments.** On the Effective  
2 Date, the Easterday Family Contribution Instruments shall each be issued to the  
3 Administrative Agent for the benefit of Holders of Allowed Tyson Claims and Allowed  
4 Segale Claims in accordance with the terms of the Administrative Agent Agreement.

5       The Easterday Family Contribution Instruments shall be held by the  
6 Administrative Agent in accordance with the terms of the Administrative Agent  
7 Agreement for the benefit of the Holders of Allowed Tyson Claims and Allowed Segale  
8 Claims. The Administrative Agent Agreement shall be substantially in the form Filed  
9 in the Plan Supplement, which shall be in form and substance reasonably acceptable to  
10 the Debtors, the Administrative Agent, the Easterday Family, 3E Produce, Dairy,  
11 Tyson, and Segale.

12       **5.2.7    The Transfer of Steer Head Brand.** On the Effective Date, the Debtors  
13 shall transfer all rights, interests, and ownership of the “steer head” brand to Karen  
14 Easterday or her designee at the sole expense of Karen Easterday or her designee.

15       **5.2.8    The Assignment of the Canyon Farm Avoidance Actions.** Upon the  
16 Effective Date, the Debtors will assign Canyon Farm Avoidance Actions to Karen  
17 Easterday or her designee.

18       **5.2.9    The 3E and Produce Contribution.** 3E and Produce shall buyback Cody  
19 and Debby Easterday’s equity interests in 3E and Produce for the aggregate 3E-Produce  
20 Purchase Price (\$2,274,210). The buyback will be effectuated pursuant to the terms of  
21 the 3E-Produce Agreements, which are cross-defaulted and cross-collateralized and  
22 collectively provide the payment of the 3E-Produce Purchase Price at 4.5% interest with  
23 \$100,000 due and payable every six months with the first payment due 90 days after the  
24 Effective Date. The balance of the 3E-Produce Purchase Price (plus interest) will be  
25 due two years after the Effective Date. The obligations of 3E and Produce under the  
26 3E-Produce Agreements shall be secured by a pledge of 33% of the equity interests in  
27 each of 3E and Produce, as set forth in the 3E-Produce Agreements.

28       On the Effective Date, Cody and Debby Easterday, will assign any and all rights  
in the 3E-Produce Agreements to the Administrative Agent, for the benefit of Holders  
of Allowed Class 5 Claims and Allowed Class 6 Claims.

**5.2.10   The Easterday Family Adversary Proceedings.** On the Effective Date,  
the Allocation Dispute Adversary Proceeding, the 3E Properties Adversary Proceeding  
and the Governance Adversary Proceeding shall be deemed closed and the respective  
complaints withdrawn with prejudice. Within a reasonable time following the Effective  
Date, the Plan Administrator shall take steps as necessary to close such adversary  
proceedings.

1       **5.2.11 The Restitution Claims.** All rights of Tyson, Segale, and Cody  
2 Easterday with respect to the restitution claims against Cody Easterday shall be fully  
3 reserved under all circumstances notwithstanding any other provision herein.

4       **5.2.12 The Replacement Director Fees.** Within fourteen (14) days of the  
5 Effective Date, the Plan Administrator shall pay the Replacement Director Fees.

6       **5.2.13 Easterday Family Releases.** The Easterday Family Released Parties  
7 shall be released of all claims from the Farms Estate, the Ranches Estate, and each  
8 creditor of each estate to the extent allowed by law; *provided, however*, to the extent  
9 any Easterday Family Released Party does not provide a mutual release of claims to the  
10 Estate Released Parties by executing a Mutual Release Agreement, and such Easterday  
11 Family Released Party prosecutes a proof of claim against the Debtors or otherwise  
12 asserts claims against any of the Estate Released Parties relating in any way to the  
13 Debtors or their assets, the Estate Released Parties may assert against such Easterday  
14 Family Released Party any claims that otherwise would have been released pursuant to  
15 this Plan.

16       If the claims of Additional Easterday Family Releasing Parties against the  
17 Debtors are not otherwise paid in full, the Debtors shall, prior to the Effective Date,  
18 obtain written releases from such Additional Easterday Family Releasing Parties of the  
19 Easterday Family Released Parties, from all claims against the Easterday Family  
20 Released Parties arising from or related to such party's contractual agreements with the  
21 Easterday Family Released Parties to the extent such contracts are related to or arise in  
22 connection with the Debtors. Further, it shall be a condition precedent to the Effective  
23 Date of the Plan that Jody Easterday, Cutter Easterday, Cole Easterday, and Clay  
24 Easterday execute the Mutual Release Agreement.

25       Notwithstanding the foregoing, or anything else to the contrary contained herein,  
26 Tyson and Segale are not releasing their direct claims against Cody Easterday,  
27 including, to the extent applicable, community property assets, nor is Cody Easterday  
28 releasing any claims, defenses, or counterclaims against Tyson or Segale.

29       **5.2.14 The Criminal Proceedings.** The Debtors agree not to appear, file, or  
30 otherwise make any statements in connection with the proceeding entitled *United States*  
31 *of America v Cody Allen Easterday*, Case No. 4:21-CR-06012-SAB-1 pending in the  
32 United States District Court for the District of Washington.

33       **5.2.15 The Consent of the Department of Justice.** The Debtors, Tyson, and  
34 Segale will cooperate with Cody and Debby Easterday to get the DOJ to consent to the  
35 settlements and releases of properties and interests included in the Global Term Sheet  
36 and this Plan. The consent of the DOJ to the settlements and releases of properties and  
37 interests included in the Global Term Sheet and this Plan shall be a condition precedent  
38

1 to the Effective Date.

2 **5.3 Reserved.**

3 **5.4 Easterday Family Tax Payments.** The Debtors' Estates shall have no  
4 responsibility whatsoever for the Easterday Tax Payments, all of which shall be borne  
5 entirely by the Easterday Family.

6 **5.5 Sale Transaction.** On July 20, 2021, the Bankruptcy Court entered the Sale  
7 Order authorizing and approving the two-step Sale Transaction pursuant to which the  
8 Debtors acquired, to the extent necessary, all of the Easterday Family's right, title and  
9 interest to certain property (as defined under the Purchase and Sale Agreement) and  
10 then sold the FRI Assets to FRI, subject only to FRI's agreement to lease back certain  
11 of the FRI Assets to the Debtors pursuant to the Temporary Lease Agreement. The Plan  
12 presumes that, at Confirmation, the Temporary Lease Agreement shall have terminated  
13 on its terms and that to the extent the Debtors or FRI may have claims, rights, or ongoing  
14 obligations to each other under the Temporary Lease Agreement that survive the  
15 termination, such claims, rights, or ongoing obligations shall have been fully and finally  
16 resolved at Confirmation such that any claims, rights or ongoing obligations shall cease  
17 to exist on the Effective Date, and that the Post-Effective Date Debtors shall not inherit  
18 any claims, rights, benefits, or Causes of Action arising under, relating to, or in  
19 connection with the Purchase and Sale Agreement, the Temporary Lease Agreement,  
20 or any other agreement relating to the foregoing.

21 Nothing in the Plan is intended to, nor shall be construed to, alter any of the terms  
22 and conditions upon which the Sale Transaction was approved as set forth in the  
23 Purchase and Sale Agreement or in any agreement referenced in or related to the  
24 Purchase and Sale Agreement. Neither the Plan nor the Confirmation Order shall limit  
25 or otherwise affect any of the Bankruptcy Court's findings, conclusions, orders, and  
26 judgments as set forth in the Sale Order, and insofar as any of the protections afforded  
27 FRI by the Sale Order conflict with or contradict certain terms and conditions in the  
28 Plan or any findings, conclusions, orders or judgments in the Confirmation Order, the  
Sale Order shall govern and control with respect to FRI.

Notwithstanding anything that may suggest otherwise in the Plan, the Plan  
Supplement, any Schedule or Exhibit to either of the foregoing, or any other document  
executed in connection with Confirmation or these Chapter 11 Cases, neither the Post-  
Effective Date Debtors nor any Holder of any Claim or Interest shall have any claim,  
cause of action, right or recourse against FRI or the FRI Assets on account of or in  
connection with the Sale Transaction, the Purchase and Sale Agreement, the Temporary  
Lease Agreement, or any other agreement or document executed in connection with the  
consummation of the Sale Transaction between and among FRI, the Debtors and the  
Easterday Family.

1 **5.6 Net Sale Proceeds.** In accordance with the terms of the Global Settlement, the  
2 Net Sale Proceeds shall vest with the Post-Effective Date Debtors and shall be used to  
3 fund distributions under the Plan.

4 **5.7 Streamlining of the Debtors' Corporate Affairs.**

5 **5.7.1 Debtors' Existing Directors, Officers, and Managers.** On the Effective  
6 Date, each of the Debtors' existing directors, officers, and managers shall be terminated  
7 automatically without the need for any Corporate Action and without the need for any  
8 corporate or partnership filings, and shall have no ongoing rights against or obligations  
9 to the Debtors or the Estates, including under any applicable prepetition agreements (all  
10 of which will be deemed terminated). On the Effective Date, the Plan Administrator  
11 shall succeed to all such powers as would have been applicable to each Debtor's  
12 directors, officers, and managers in respect of all Post-Effective Date Debtors' Assets;  
13 *provided, however,* that, the Plan Administrator may continue to consult with or employ  
14 the Debtors' former directors, officers, employees, and managers in its reasonable  
15 discretion. For the avoidance of doubt, on the Effective Date, the Plan Administrator  
16 shall assume all management and control of both Farms and Ranches.

17 **5.7.2 Dissolution of the Debtors.** Each of the Debtors may be dissolved by  
18 the Plan Administrator in its reasonable discretion and the Plan Administrator may file  
19 any certificates of cancellation or similar documents as may be appropriate in  
20 connection with dissolution of either Debtor.

21 **5.7.3 Corporate Documents and Corporate Authority.** On the Effective  
22 Date, the certificates of incorporation, bylaws, partnership agreements, and articles of  
23 organization, as applicable, of both Debtors shall be deemed amended to the extent  
24 necessary to carry out the provisions of the Plan. The entry of the Confirmation Order  
25 shall constitute authorization for the Debtors and the Plan Administrator to take or cause  
26 to be taken all actions (including, if applicable, Corporate Actions) necessary or  
27 appropriate to implement all provisions of, and to consummate, the Plan prior to, on,  
28 and after the Effective Date and all such actions taken or caused to be taken shall be  
deemed to have been authorized and approved by the Bankruptcy Court without further  
approval, act, or action under any applicable law, order, rule, or regulation. On the date  
the Confirmation Order becomes a Final Order, the Postpetition Corporate Actions shall  
be deemed null and void and as never having had effect.

25 **5.8 Post-Effective Date Debtors/Plan Administrator.**

26 **5.8.1 Appointment.** On and after the Effective Date, the Plan Administrator  
27 shall be appointed. The compensation of the Plan Administrator shall be agreed to by  
28 the Debtors and the Settling Parties and disclosed prior to the Confirmation Hearing,  
provided that regular hourly compensation shall be deemed acceptable in the absence



1 of an alternative agreement. The Plan Administrator may employ, without further order  
2 of the Bankruptcy Court, legal counsel and other professionals as necessary to assist in  
3 carrying out his duties and may compensate and reimburse the reasonable expenses of  
4 those professionals without further order of the Bankruptcy Court in accordance with  
5 the Plan and Plan Administrator Agreement. In the event that the initial Plan  
6 Administrator resigns, or is no longer available for any reason, then the successor Plan  
7 Administrator shall be selected by unanimous agreement of Tyson, Segale, and Karen  
8 Easterday (or order of the Bankruptcy Court), and notice of such selection shall be filed  
9 with the Bankruptcy Court. Without limiting the generality of the foregoing, in the  
10 event of any dispute over removal or selection of the Plan Administrator, including  
11 whether or not cause exists, any of the Plan Administrator, Tyson, Segale, or Karen  
12 Easterday may request the guidance and order of the Bankruptcy Court.

13 **5.8.2 Vesting of Post-Effective Date Debtors' Assets.** On the Effective Date,  
14 the Post-Effective Date Debtors will be automatically vested with all of the Debtors'  
15 and the Estates' respective rights, title, and interest in and to all Post-Effective Date  
16 Debtors' Assets.<sup>4</sup> Except as specifically provided in the Plan or the Confirmation Order,  
17 the Post-Effective Date Debtors' Assets shall automatically vest in the Post-Effective  
18 Date Debtors free and clear of all Claims, Liens, or interests, and such vesting shall be  
19 exempt from any stamp, real estate transfer, other transfer, mortgage reporting, sales,  
20 use, or other similar tax. The Plan Administrator shall be the exclusive administrator of  
21 the Post-Effective Date Debtors' Assets for purposes of 31 U.S.C. § 3713(b) and  
22 26 U.S.C. § 6012(b)(3), as well as the representative of the Estates appointed pursuant  
23 to Bankruptcy Code section 1123(b)(3) regarding all Post-Effective Date Debtors'  
24 Assets. The Post-Effective Date Debtors shall hold and distribute the Post-Effective  
25 Date Debtors' Assets in accordance with the provisions of the Plan, provided further,  
26 that the Plan Administrator will have the power and discretion to close the Farms  
27 bankruptcy case following making the completion of all required Distributions to the  
28 Holders of Allowed Claims against the Farms Estate and any remaining Post-Effective  
Date Debtors' Assets shall be fully vested in the Post-Effective Date Ranches Debtor;  
*provided that*, notwithstanding the foregoing sentence, in the event a Holder of an  
Allowed Claim against the Farms Estate does not receive the full treatment or  
distribution afforded such a Holder on the Effective Date and the Farms bankruptcy  
case is closed, such Holder shall be entitled to receive its treatment or distribution from  
the Post-Effective Date Ranches Debtor.

25 **5.8.3 Authority.** The Plan Administrator shall have the authority and right on  
26 behalf of the Debtors, the Post-Effective Date Debtors, and the Estates and without the

27  
28 <sup>4</sup> For the avoidance of doubt, the Post-Effective Date Debtors' Assets do not include  
the North Lot Actions or the Canyon Farm Avoidance Actions.

1 need for Bankruptcy Court approval (in each case, unless otherwise provided in the  
2 Plan) to carry out and implement all applicable provisions of the Plan, including to:

3 (a) review, reconcile, compromise, settle, or object to Claims and resolve such  
4 objections as set forth in the Plan;

5 (b) calculate and make Distributions and calculate and establish reserves under  
6 and in accordance with the Plan;

7 (c) retain, compensate, and employ professionals and other Persons to  
8 represent the Plan Administrator with respect to and in connection with its rights and  
responsibilities;

9 (d) establish, maintain, and administer documents and accounts of the Debtors  
10 or Post-Effective Date Debtors as appropriate, which shall be segregated to the extent  
11 appropriate in accordance with the Plan;

12 (e) maintain, conserve, collect, settle, and protect the Post-Effective Date  
13 Debtors' Assets (subject to the limitations described herein);

14 (f) sell, liquidate, transfer, assign, distribute, abandon, or otherwise dispose of  
15 the Post-Effective Date Debtors' Assets, including the Distributable Assets and the Net  
16 Distributable Assets, or any part thereof or interest therein upon such terms as the Plan  
Administrator determines to be necessary, appropriate, or desirable;

17 (g) negotiate, incur, and pay the Post-Effective Date Debtors' Expenses;

18 (h) prepare and file any and all informational returns, reports, statements,  
19 returns, and other documents or disclosures relating to the Debtors or Post-Effective  
20 Date Debtors that are required under the Plan, by any governmental unit, or by  
21 applicable law, including but not limited to filing any reports required by the  
22 Bankruptcy Code or Bankruptcy Rules that are due to be filed after the Effective Date  
and paying any fees required by 28 U.S.C. § 1930 that are due to be paid after the  
Effective Date;

23 (i) compile and maintain the official claims register, including for purposes  
24 of making initial and subsequent Distributions under the Plan;

25 (j) take such actions as are necessary or appropriate to wind-down and  
26 dissolve the Debtors or the Post-Effective Date Debtors;

27 (k) comply with the Plan, exercise the Plan Administrator's rights, and  
28 perform the Plan Administrator's obligations; and



1 (l) exercise such other powers as deemed by the Plan Administrator to be  
2 necessary and proper to implement the Plan.

3 To the extent necessary to give full effect to its administrative rights and  
4 duties under the Plan, the Plan Administrator shall be deemed to be vested with all  
5 rights, powers, privileges, and authorities of (i) an appropriate corporate or partnership  
6 director, officer, or manager of each of the Debtors under any applicable non-  
7 bankruptcy law and (ii) a “trustee” of each of the Debtors under chapter 7 of the  
8 Bankruptcy Code and section 1106 of the Bankruptcy Code.

9 **5.8.4 Limitation of Liability.** The Plan Administrator shall enjoy all of the  
10 rights, powers, immunities, and privileges applicable to a Bankruptcy Code chapter 7  
11 trustee with respect to limitations of liability. The Plan Administrator may, in  
12 connection with the performance of its functions, in its sole and absolute discretion,  
13 consult with its attorneys, accountants, advisors, and agents, and shall not be liable for  
14 any act taken, or omitted to be taken, or suggested to be done in accordance with advice  
15 or opinions rendered by such Persons, regardless of whether such advice or opinions  
16 were in writing. Notwithstanding such authority, the Plan Administrator shall be under  
17 no obligation to consult with any such attorneys, accountants, advisors, or agents, and  
18 its determination not to do so shall not result in the imposition of liability on the Plan  
19 Administrator unless such determination is based on willful misconduct, gross  
20 negligence, or fraud. Persons dealing with the Plan Administrator shall look only to the  
21 Post-Effective Date Debtors’ Assets to satisfy any liability incurred by the Plan  
22 Administrator to such Person in carrying out the terms of the Plan, and the Plan  
23 Administrator shall have no personal obligation to satisfy such liability.

24 **5.8.5 Indemnification.** The Post-Effective Date Debtors shall indemnify the  
25 Post-Effective Date Indemnified Parties for, and shall defend and hold them harmless  
26 against, any loss, liability, damage, judgment, fine, penalty, claim, demand, settlement,  
27 cost, or expense (including the reasonable fees and expenses of their respective  
28 professionals) incurred without gross negligence or willful misconduct on the part of  
the Post-Effective Date Indemnified Parties (which gross negligence or willful  
misconduct, if any, must be determined by a final, non-appealable order of a court of  
competent jurisdiction) for any action taken, suffered, or omitted to be taken by such  
Post-Effective Date Indemnified Parties in connection with the acceptance,  
administration, exercise, and performance of their duties under the Plan. An act or  
omission taken with the approval of the Bankruptcy Court, and not inconsistent  
therewith, will be conclusively deemed not to constitute gross negligence or willful  
misconduct. In addition, the Post-Effective Date Debtors shall, to the fullest extent  
permitted by law, indemnify, defend, and hold harmless the Post-Effective Date  
Indemnified Parties, from and against and with respect to any and all liabilities, losses,  
damages, claims, costs, and expenses, including attorneys’ fees arising out of or due to

1 their actions or omissions, or consequences of such actions or omissions, with respect  
2 to the Post-Effective Date Debtors or the implementation or administration of the Plan  
3 if such Post-Effective Date Indemnified Party acted in good faith and in a manner  
4 reasonably believed to be in, or not opposed to, the best interest of the Post-Effective  
5 Date Debtors. To the extent the Post-Effective Date Debtor indemnifies, defends, and  
6 holds harmless any Post-Effective Date Indemnified Parties as provided above, the legal  
7 fees and related costs incurred by counsel to the Plan Administrator in monitoring or  
8 participating in the defense of such claims giving rise to the right of indemnification  
shall be paid as Post-Effective Date Debtors' Expenses of the Post-Effective Date  
Debtors. The costs and expenses incurred in enforcing the right of indemnification in  
this Section 5.8.5 shall be paid by the Post-Effective Date Debtors.

9 **5.8.6 Insurance.** The Plan Administrator shall be authorized, but not required,  
10 to obtain any insurance coverages deemed to be reasonably necessary, at the Post-  
11 Effective Date Debtors' sole expense, for itself and its respective agents, including  
coverage with respect to the liabilities, duties, and obligations of the Plan Administrator.

12 **5.8.7 Tax Reporting.**

13 (a) The Plan Administrator shall timely file any tax returns relating to the  
14 Debtors or the Post-Effective Date Debtors.

15 (b) The Post-Effective Date Debtors shall be responsible for timely payment  
16 of all taxes (if any) imposed on and payable by the Post-Effective Date Debtors, the  
17 Debtors, or any Post-Effective Date Debtors' Assets. For the avoidance of doubt, the  
18 Post-Effective Date Debtors will not be responsible for any Easterday Family Tax  
Payments.

19 (c) The Plan Administrator shall distribute such tax-related notices,  
20 beneficiary statements, and information returns, as applicable, to the Holders of  
21 Allowed Claims as are required by applicable law or that the Plan Administrator  
determines are otherwise necessary or desirable.

22 (d) The Plan Administrator is authorized to file a request for expedited  
23 determination under Bankruptcy Code section 505(b) for any tax returns filed with  
24 respect to the Debtors.

25 **5.8.8 Cash Investments.** The Plan Administrator may invest Cash of the Post-  
26 Effective Date Debtors, including any earnings thereon or proceeds therefrom, which  
27 investments, for the avoidance of doubt, will not be required to comply with Bankruptcy  
28 Code section 345(b).

1           **5.8.9 Pursuit and Resolution of Post-Effective Date Debtors' Causes of**  
2 **Action.** The Plan Administrator, as successor in interest to the Debtors and the Estates,  
3 may, and will have the exclusive right, power, and interest on behalf of itself, the  
4 Debtors, and the Estates to institute, commence, file, pursue, prosecute, enforce,  
5 abandon, settle, compromise, release, waive, dismiss, or withdraw any and all Post-  
6 Effective Date Debtors' Causes of Action without any further order of the Bankruptcy  
7 Court, except as otherwise provided in the Plan. From and after the Effective Date, the  
8 Plan Administrator, in accordance with Bankruptcy Code section 1123(b)(3), shall  
9 serve as representative of the Estates with respect to any and all Post-Effective Date  
10 Debtors' Causes of Action that were Estate Assets and shall retain and possess the right  
11 to institute, commence, file, pursue, prosecute, enforce, abandon, settle, compromise,  
12 release, waive, dismiss, or withdraw, as appropriate, any and all Post-Effective Date  
13 Debtors' Causes of Action in any court or other tribunal.

14           The Plan Administrator may seek Bankruptcy Court approval of any individual  
15 or global settlement of Causes of Action.

16           **5.8.10 No Successor Liability.** Except as otherwise expressly provided in this  
17 Plan and Confirmation Order, the Plan Administrator and the Post-Effective Date  
18 Debtors (i) are not, and shall not be deemed to assume, agree to perform, pay, or  
19 otherwise have any responsibilities for any liabilities or obligations of the Debtors or  
20 any other Person relating to or arising out of the operations or the assets of the Debtors  
21 prior to the Effective Date; (ii) are not, and shall not be, successors to the Debtors by  
22 any reason of any theory of law or equity or responsible for the knowledge or conduct  
23 of any Debtor prior to the Effective Date; and (iii) shall not have any successor or  
24 transferee liability of any kind or character.

25           **5.9 Preservation of Privileges and Defenses.** The actions taken by the Debtors, the  
26 Post-Effective Date Debtors, the Plan Administrator, FRI, or any of their respective  
27 Related Parties in connection with the Plan shall not be (or be deemed to be) a waiver  
28 of any privilege or defense of the Debtors, the Post-Effective Date Debtors, or FRI as  
applicable, including any attorney-client privilege or work-product doctrine. Notwithstanding any Debtors providing any privileged information related to any Post-Effective Date Debtors' Causes of Action to the Plan Administrator, the Post-Effective Date Debtors, or any Person associated with any of the foregoing, such privileged information shall be without waiver in recognition of the joint, common, or successor interest in prosecuting the Post-Effective Date Debtors Causes of Action and shall remain privileged. The Post-Effective Date Debtors shall retain the right to waive their own privileges. Only the Plan Administrator shall have the right to waive the attorney-client privilege, work-product doctrine, or other protections as to the Debtors and the Post-Effective Date Debtors; *provided that*, in the event any such protections are

1 asserted or assertable by FRI, the Plan Administrator shall confer and cooperate with  
2 FRI with respect to any decision by the Plan Administrator to waive such protection.

### 3 **5.10 Preservation of Rights of Action.**

4 **5.10.1 Maintenance of Avoidance Actions and Causes of Action.** Except as  
5 otherwise provided in the Plan or the Confirmation Order, from and after the Effective  
6 Date, the Plan Administrator will retain all rights to institute, commence, file, pursue,  
7 prosecute, enforce, abandon, settle, compromise, release, waive, dismiss, or withdraw,  
8 as appropriate, any and all of the Debtors', the Estates', or the Post-Effective Date  
9 Debtors' Causes of Action (whether existing as of the Petition Date or thereafter  
10 arising), and all Avoidance Actions, all as Post-Effective Date Debtors' Causes of  
11 Action, in each case in any court or other tribunal, including in an adversary proceeding  
12 Filed in the Chapter 11 Cases. The Plan Administrator, as successor in interest to the  
13 Debtors and the Estates, may, and will have the exclusive right, power, and interest on  
14 behalf of itself, the Debtors, and the Estates to, enforce, sue on, settle, compromise,  
15 transfer, or assign (or decline to do any of the foregoing) any or all of the Post-Effective  
Date Debtors' Causes of Action without notice to or approval from the Bankruptcy  
Court. In accordance with the Plan, and pursuant to Bankruptcy Code section 363 and  
Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the  
Bankruptcy Court, from and after the Effective Date, the Plan Administrator may  
compromise and settle the Post-Effective Date Debtors' Causes of Action.

16 **5.10.2 Preservation of All Post-Effective Date Debtors' Causes of Action**  
17 **Not Expressly Settled or Released.** The failure to specifically identify in the  
18 Disclosure Statement or the Plan any potential or existing Avoidance Actions or Causes  
19 of Action as a Post-Effective Date Debtors' Cause of Action is not intended to and shall  
20 not limit the rights of the Plan Administrator to pursue any such Avoidance Actions or  
21 Causes of Action. Unless a Post-Effective Date Debtors' Cause of Action is expressly  
22 waived, relinquished, released, compromised, or settled in the Plan or any Final Order  
23 (including the Confirmation Order), the Debtors expressly reserve such Causes of  
24 Action for later resolution by the Plan Administrator (including any Avoidance Actions  
25 or Causes of Action not specifically identified or of which the Debtors may presently  
26 be unaware or that may arise or exist by reason of additional facts or circumstances  
27 unknown to the Debtors at this time or facts or circumstances that may change or be  
28 different from those the Debtors now believe to exist). In addition, the right to pursue  
or adopt any claims alleged in any lawsuit in which the Debtors or the Plan  
Administrator is a plaintiff, defendant, or an interested party is fully reserved as against  
any Person that is not a Released Party, including the plaintiffs or co-defendants in such  
lawsuits.

1           **5.10.3 Preservation of Causes of Action Against Rabo and Big Bend.**

2     Notwithstanding anything to the contrary contained in this Plan or the Confirmation  
3     Order, the Debtors and Post-Effective Date Debtors retain and preserve all Causes of  
4     Action against (i) Rabo Agrifinance LLC, including any affiliates, predecessors,  
5     successors or assigns (“Rabo”) and (ii) Big Bend Electric Cooperative, Inc. (“Big  
6     Bend”). The Causes of Action against Rabo being retained and preserved hereunder  
7     include, but are not limited to, Causes of Action with respect to lender liability and  
8     aiding and abetting a breach of fiduciary duty in connection with that certain Amended  
9     and Restated Loan and Security Agreement dated as of April 28, 2016 (as amended,  
10    modified, supplemented, or renewed, the “Rabo Loan Agreement”) among Rabo,  
11    Farms, Ranches, and the Easterday Family and all documents and instruments related  
12    to the Rabo Loan Agreement. The Causes of Action against Big Bend being retained  
13    and preserved hereunder include, but are not limited to, Causes of Action with respect  
14    to any capital credits, patronage dividends, or similar rights of the Debtors with respect  
15    to Big Bend. For the avoidance of doubt, upon the Effective Date, all such retained and  
16    preserved Causes of Action shall vest in the Post-Effective Date Debtors.

17   **5.11 Cancellation of Instruments.** Except to the extent necessary to give effect to the  
18   treatment of any Holder of an Allowed Claim and except with respect to any executory  
19   contracts and unexpired leases that are assumed under the Plan or otherwise assumed  
20   and assigned pursuant to a Final Order, any agreement, bond, certificate, contract,  
21   indenture, lease, note, security, warrant, or other instrument or document evidencing or  
22   creating any indebtedness or obligation of the Debtors shall be deemed cancelled on the  
23   Effective Date, and all Liens, mortgages, pledges, grants, trusts, and other interests  
24   relating thereto shall be automatically cancelled, and all obligations of the Debtors  
25   thereunder or in any way related thereto shall be released, *provided, however*, that any  
26   of the Interests in Ranches shall be deemed to be held in trust by the Plan Administrator  
27   to the extent necessary for the Plan Administrator to perform its duties in the Plan.

28   **5.12 Insurance Policies.**

1   **5.12.1 Insurance Policies Remain In Force.** Up to and including their policy  
2   expiration date(s), any and all Insurance Policies in effect as of the Effective Date shall  
3   remain in full force and effect according to their terms and the coverage obligations of  
4   the insurers and third party administrators under such Insurance Policies shall continue  
5   following the Effective Date (including any obligations to pay, defend, and process  
6   insured claims).

7   **5.12.2 Insurance Policies; Employment Practice Liability Policies; Similar**  
8   **Policies.** Nothing contained in this Plan shall affect or impair the rights of any non-  
9   Debtor insured persons covered under any Insurance Policy, which expressly includes  
10   any director and officer, employment practices, or similar liability Insurance Policies



(including, without limitation, policies for the benefit of the Debtors' directors, officers, employees, members, managers, or similar persons who served in such capacity either before or after the Petition Date).

**5.13 Settlement of Avoidance Actions Against Tyson.** Notwithstanding anything in the Plan to the contrary, on the Effective Date, all Avoidance Actions and any possible objections, defenses, challenges, setoffs, recoupment, or other basis for challenging or diminishing the Tyson Claim are deemed settled for a deemed payment of \$29,050,000, including but not limited to any claims relating to the Tyson Avoidance Action. The net effect of such deemed settlement has been incorporated into the Plan, among other things through the allocation of Initial Net Distributable Proceeds among the Class 4 Initial Payment, the Class 5 Initial Payment, and the Class 6 Initial Payment.

## **ARTICLE VI**

### **EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**6.1 Rejection of Executory Contracts and Unexpired Leases.** Except for any Executory Contracts of the Debtors: (i) that previously were assumed or rejected by an order of the Bankruptcy Court pursuant to section 365 of the Bankruptcy Code; (ii) as to which a motion for approval of the assumption or rejection of such contract or lease has been Filed and served prior to, and remains pending as of, the Effective Date; or (iii) that were previously assumed and assigned to FRI, each Executory Contract and Unexpired Lease entered into by the Debtors prior to the Petition Date that has not previously expired or terminated pursuant to its own terms shall be deemed rejected pursuant to section 365 of the Bankruptcy Code as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving such rejection, pursuant to section 365 of the Bankruptcy Code, as of the Effective Date. Nothing herein is intended to affect the validity of contracts and leases entered into by the Debtors on or after the Petition Date, or the rights of the Debtors thereunder, which shall remain in full force and effect after the Effective Date in accordance with their terms.

The Insurance Policies shall not be considered Executory Contracts for purposes of subsection (a), above. As discussed in section 5.12 above, the Insurance Policies shall remain in full force and effect following the Effective Date.

**6.2 Rejection Claims Bar Date.** Any Rejection Claim or other Claim for damages arising from the rejection under the Plan of an executory contract or unexpired lease must be Filed and served no later than the Rejection Claims Bar Date. Any such Rejection Claims that are not timely Filed and served will be forever disallowed, barred, and unenforceable, and Persons holding such Claims will not receive and will be barred from receiving any Distributions on account of such untimely Claims. If one or more



1 Rejection Claims are timely Filed pursuant to the Plan, the Post-Effective Date Debtors  
2 may object to any Rejection Claim on or prior to the Claim Objection Deadline. For the  
3 avoidance of doubt, the Rejection Claims Bar Date established by the Plan does not  
4 alter any rejection claims bar date established by a prior order of the Bankruptcy Court  
5 with respect to any executory contract or unexpired leases that was previously rejected  
6 in these Chapter 11 Cases.

6 **6.3 Previously Assumed and Assigned Executory Contracts.** Nothing in the Plan  
7 or the Plan Supplement, or any Schedule or Exhibit relating to the foregoing, shall alter  
8 or affect the assumption and assignment, or sale, of those contracts and leases identified  
9 in or related to the Purchase and Sale Agreement, and neither the Plan, Plan Supplement,  
10 or any Schedule relating to the foregoing shall affect or alter the Debtors' obligations  
11 under the Purchase and Sale Agreement, including without limitation under the  
12 Temporary Lease Agreement, as they relate to the assumed and assigned contracts and  
13 leases identified thereunder, during the postpetition period prior to the Effective Date.

## 12 **ARTICLE VII**

### 13 **PROVISIONS GOVERNING DISTRIBUTIONS**

14 **7.1 Timing of Distributions for Allowed Claims.** Except as otherwise provided  
15 herein or as ordered by the Bankruptcy Court, all Distributions to Holders of Allowed  
16 Claims as of the applicable Distribution Date shall be made on or as soon as practicable  
17 after the applicable Distribution Date. Distributions made as soon as reasonably  
18 practicable after the Effective Date or such other date set forth herein shall be deemed  
19 to have been made on such date.

19 **7.2 Calculating Distributions and Related Matters.** The Plan Administrator shall  
20 undertake in its reasonable discretion to make in accordance with the Plan all  
21 calculations of Available Cash, Net Distributable Assets, and of other amounts for or  
22 relating to Distributions for Holders of Allowed Claims to be made from the Post-  
23 Effective Date Debtors or for reserves for Holders of Contingent Claims, Disputed  
24 Claims, and Unliquidated Claims to be established by the Post-Effective Date Debtors,  
25 and, may establish and holdback from Distributions reasonable reserves for other  
26 contingencies.

24 **7.3 Interest and Other Amounts Regarding Claims.** Except to the extent provided  
25 (i) in Bankruptcy Code section 506(b) and Allowed by a Final Order or otherwise  
26 agreed, (ii) in the Plan, or (iii) in the Confirmation Order, postpetition interest shall not  
27 accrue or be paid on any Claims, and no Holder of an Allowed Claim shall be entitled  
28 to interest, penalties, fees, or late charges accruing or chargeable on any Claim from  
and after the Petition Date.

1 **7.4 Distributions by Plan Administrator as Disbursing Agent.** The Plan  
2 Administrator may serve as the disbursing agent under the Plan, or may designate  
3 another party as disbursing agent, with respect to Distributions required pursuant to the  
4 Plan. The Plan Administrator shall not be required to give any bond or surety or other  
security for the performance of any duties as disbursing agent.

5 **7.5 Means of Cash Payment.** Cash payments under the Plan shall be made, at the  
6 option and in the sole discretion of the Plan Administrator, by (i) checks drawn on or  
7 (ii) wire transfer, electronic funds transfer, or ACH from a domestic bank. Cash  
8 payments to foreign Creditors may be made, at the option and in the sole discretion of  
9 the Plan Administrator by such means as are necessary or customary in a particular  
10 foreign jurisdiction. Cash payments made pursuant to the Plan in the form of checks  
11 shall be null and void if not cashed within 180 calendar days of the date of the issuance  
12 thereof. Requests for reissuance of any check within 180 calendar days of the date of  
13 the issuance thereof shall be made directly to the Plan Administrator.

14 **7.6 Form of Currency for Distributions.** All Distributions under the Plan shall be  
15 made in U.S. Dollars. Where a Claim has been denominated in foreign currency on a  
16 proof of claim, the Allowed amount of such Claim shall be calculated in U.S. Dollars  
17 based upon the currency conversion rate in place as of the Petition Date and in  
18 accordance with Bankruptcy Code section 502(b).

19 **7.7 Fractional Distributions.** Notwithstanding anything in the Plan to the contrary,  
20 no payment of fractional cents shall be made pursuant to the Plan. Whenever any  
21 payment of a fraction of a cent under the Plan would otherwise be required, the actual  
22 Distribution made shall reflect a rounding of such fraction to the nearest whole penny  
23 (up or down), with half cents or more being rounded up and fractions less than half of  
24 a cent being rounded down.

25 **7.8 De Minimis Distributions.** If the amount of Cash to be distributed to the Holder  
26 of an Allowed Claim is less than fifty dollars (\$50) on a particular distribution date, the  
27 Plan Administrator may hold the Cash distributions to be made to such Holders until  
28 the aggregate amount of Cash to be distributed to each applicable Holder is in an amount  
equal to or greater than fifty dollars (\$50). Notwithstanding the preceding sentence, if  
the aggregate amount of Cash distributions owed to any Holder of an Allowed Claim  
under the Plan never equals or exceeds fifty dollars (\$50), then the Plan Administrator  
shall not be required to distribute Cash to any such Holder.

**7.9 No Distributions With Respect to Certain Claims.** Notwithstanding anything  
in the Plan to the contrary, no Distributions or other consideration of any kind shall be  
made on account of any Contingent Claim, Disputed Claim, or Unliquidated Claim  
unless and until such Claim becomes an Allowed Claim, and then only to the extent that  
such Claim becomes an Allowed Claim and as provided under the Plan for such

1 Allowed Claim. Nonetheless, in undertaking the calculations concerning Allowed  
2 Claims under the Plan, including the determination of Distributions due to the Holders  
3 of Allowed Claims, each Contingent Claim, Disputed Claim, or Unliquidated Claim  
4 shall be treated as if it were an Allowed Claim (which, for Unliquidated Claims, shall  
5 mean they shall be treated as if Allowed in such amounts as determined in the  
6 reasonable discretion of the Plan Administrator), except that if the Bankruptcy Court  
7 estimates the likely portion of such a Claim to be Allowed or authorized or the  
8 Bankruptcy Court or the Holder of such Claim and the Plan Administrator otherwise  
9 determine the amount or number that would constitute a sufficient reserve for such a  
10 Claim, such amount or number as determined by the Bankruptcy Court or by agreement  
11 of the Holder of such Claim and the Plan Administrator shall be used with respect to  
12 such Claim. Distributions due in respect of a Contingent Claim, Disputed Claim, or  
13 Unliquidated Claim shall be held in reserve by the Plan Administrator in one or more  
14 Distribution Reserves. The Plan Administrator may elect to treat any Distribution  
15 Reserve as a “Disputed Ownership Fund,” pursuant to Treasury Regulation section  
16 1.468B-9(c)(2)(ii). As outlined in this election, Creditors holding such Claims are not  
17 treated as transferors of the money or property transferred to the “Disputed Ownership  
18 Fund.” For U.S. federal income tax purposes, a “Disputed Ownership Fund” is treated  
19 as the owner of all assets that it holds. A “Disputed Ownership Fund” is treated as a C  
20 corporation for purposes of the Internal Revenue Code unless all assets transferred to  
21 the Disputed Ownership Fund are passive investment assets for tax purposes, in which  
22 case it will be treated as a “qualified settlement fund” for U.S. federal income tax  
23 purposes. A “Disputed Ownership Fund” must file all required income and information  
24 tax returns and make all tax payments.

25 **7.10 Distributions and Transfers Upon Resolution of Contingent Claims,**  
26 **Disputed Claims, or Unliquidated Claims.** After an objection to a Disputed Claim is  
27 resolved or a Contingent Claim or Unliquidated Claim has been determined in whole or  
28 in part by a Final Order or by agreement, an amount of Cash held in the Disputed  
Ownership Fund corresponding to the amount of any resulting Allowed Claim shall be  
transferred, net of any tax payable by the Disputed Ownership Fund with respect to the  
transfer, in a taxable transaction to the Holder of the formerly Contingent Claim,  
Disputed Claim, or Unliquidated Claim. Upon each such resolution of a Claim against  
the Disputed Ownership Fund and such transfer with respect to any resulting Allowed  
Claim, any remaining Cash in the Disputed Ownership Fund that had been held with  
respect to such formerly Contingent Claim, Disputed Claim, or Unliquidated Claim  
prior to its resolution shall be transferred, net of any tax payable by the Disputed  
Ownership Fund with respect to such transfers, for payment, allocation, or reserve in  
accordance with the Plan for (a) unpaid or unutilized amounts for Post-Effective Date  
Debtors’ Expenses or (b) any post-Confirmation reserve requirements of the Post-  
Effective Date Debtors in connection with the Plan, any agreements, or any Bankruptcy  
Court orders. To the extent any such remaining Cash is not so utilized, it shall be

1 considered Net Distributable Assets and Available Cash for distribution to the Holders  
2 of Allowed Claims in Classes 5 and 6 on a Pro Rata basis, net of any tax payable by  
3 the Disputed Ownership Fund with respect to the respective transfers.

4 **7.11 Delivery of Distributions.** Distributions shall be made by the Plan Administrator  
5 to Holders of the Allowed Claims as of the record date set for such Distribution.  
6 Distributions to Holders of Allowed Claims shall be made (a) at the addresses set forth  
7 in the proofs of claim Filed by such Holders, (b) at the addresses reflected in the  
8 Schedules if no proof of claim has been Filed, or (c) at the addresses set forth in any  
9 written notices of address changes delivered to the Debtors or the Plan Administrator.  
10 If any Holder's Distribution is returned as undeliverable, no further Distributions to  
11 such Holder shall be made unless and until the Plan Administrator is notified of such  
12 Holder's then-current address. The responsibility to provide the Claims Agent or the  
13 Plan Administrator with a current address of a Holder of an Allowed Claim shall always  
14 be the responsibility of such Holder. Amounts in respect of undeliverable Distributions  
15 made by the Plan Administrator shall be held in trust on behalf of the Holder of the  
16 Allowed Claim to which they are payable by the Plan Administrator until the earlier of  
17 the date that such undeliverable Distributions are claimed by such Holder and 180  
18 calendar days after the date the undeliverable Distributions were made.

19 **7.12 Application of Distribution Record Date & Other Transfer Restrictions.** At  
20 the close of business on the Distribution Record Date, the claims registers for all Claims  
21 shall be closed, and there shall be no further changes in the record holders of any Claims.  
22 Except as provided herein, the Post-Effective Date Debtors and their Related Parties  
23 shall have no obligation to recognize any putative transfer of Claims occurring after the  
24 Distribution Record Date and shall be entitled instead to recognize and deal for all  
25 purposes hereunder with only those record holders stated on the claims registers as of  
26 the close of business on the Distribution Record Date irrespective of the number of  
27 Distributions to be made under the Plan to such Persons or the date of such  
28 Distributions. In addition, the Post-Effective Date Debtors and their Related Parties  
shall have no obligation to recognize any putative transfer of General Unsecured Claims  
occurring at any time prior to the Effective Date to which the Debtors did not expressly  
consent and shall be entitled instead to recognize and deal for all purposes hereunder  
with only the Holders of General Unsecured Claims as reflected on the claims registers.

24 **7.13 Withholding, Payment, and Reporting Requirements Regarding**  
25 **Distributions.** All Distributions under the Plan shall, to the extent applicable, comply  
26 with all tax withholding, payment, and reporting requirements imposed by any federal,  
27 state, provincial, local, or foreign taxing authority, and all Distributions shall be subject  
28 to any such withholding, payment, and reporting requirements. The Plan Administrator  
shall be authorized to take any and all actions that may be necessary or appropriate to  
comply with such withholding, payment, and reporting requirements, including, to the

1 extent such information is not already available to the Plan Administrator, requiring  
2 each Holder of a Claim to provide an executed current Form W-9, Form W-8, or similar  
3 tax form as a prerequisite to receiving a Distribution. Notwithstanding any other  
4 provision of the Plan, (a) each Holder of an Allowed Claim that is to receive a  
5 Distribution pursuant to the Plan shall have sole and exclusive responsibility for the  
6 satisfaction and payment of any tax obligations imposed by any governmental unit,  
7 including income, withholding, and other tax obligations, on account of such  
8 Distribution, and including, in the case of any Holder of a Disputed Claim that has  
9 become an Allowed Claim, any tax obligation that would be imposed on the Post-  
10 Effective Date Debtors in connection with such Distribution; and (b) no Distribution  
shall be made to or on behalf of such Holder pursuant to the Plan unless and until such  
Holder has made arrangements reasonably satisfactory to the Plan Administrator for the  
payment and satisfaction of such withholding tax obligations or such tax obligation that  
would be imposed in connection with such Distribution.

11 **7.14 Defenses and Setoffs.** On and after the Effective Date, the Plan Administrator  
12 shall have all of the Debtors' and the Estates' rights under Bankruptcy Code section  
13 558. Except as otherwise expressly provided in this Plan, nothing under the Plan shall  
14 affect the rights and defenses of the Debtors, the Estates, or the Post-Effective Date  
15 Debtors in respect of any Claim, including all rights in respect of legal and equitable  
16 objections, defenses, challenges, setoffs, or recoupment against such Claims.  
17 Accordingly, and except as otherwise expressly provided in this Plan, the Plan  
18 Administrator may, but shall not be required to, set off against any Claim or any  
19 Allowed Claim, and the payments or other Distributions to be made pursuant to the Plan  
20 in respect of such Claim, claims of any nature whatsoever that the Debtors, the Estates,  
or the Post-Effective Date Debtors, as applicable, may have against the Holder of such  
Claim; *provided, however*, that neither the failure to do so nor the allowance of any  
Claim hereunder shall constitute a waiver or release of any such claim or rights that  
may exist against such Holder.

21 **7.15 Allocation of Distributions.** All Distributions received under the Plan by  
22 Holders of Claims shall be deemed to be allocated first to the principal amount of such  
23 Claim, as determined for U.S. federal income tax purposes, and then to accrued interest,  
if any, with respect to such Claim through the Petition Date.

24 **7.16 Joint Distributions.** The Plan Administrator may, in its sole discretion, make  
25 Distributions jointly to any Holder of a Claim and any other Person that the Plan  
26 Administrator has determined to have an interest in such Claim.

27 **7.17 Forfeiture of Distributions.** If the Holder of a Claim fails to cash a check  
28 payable to it within the time period set forth in Section 7.5, fails to claim an  
undeliverable Distribution within the time limit set forth in Section 7.11, or fails to



complete and return to the Plan Administrator the appropriate Form W-8 or Form W-9 within 180 calendar days after a request for the completion and return of the appropriate form pursuant to Section 7.13 (or such later time as approved by a Bankruptcy Court order), then such Holder shall be deemed to have forfeited its right to any reserved and future Distributions under the Plan. Any such forfeited Distributions shall be deemed Available Cash for all purposes, notwithstanding any federal or state escheat laws to the contrary.

## **ARTICLE VIII**

### **PROCEDURES FOR RESOLVING DISPUTED, CONTINGENT, AND UNLIQUIDATED CLAIMS AND DISTRIBUTIONS WITH RESPECT THERE TO**

**8.1 Objections to and Resolution of Disputed Claims, Including Any Claims of Excluded Parties.** From and after the Effective Date, the Plan Administrator shall have the exclusive authority to compromise, resolve, and Allow any Disputed Claim without the need to obtain approval from the Bankruptcy Court, and any agreement entered into by the Plan Administrator with respect to the Allowance of any Claim shall be conclusive evidence and a final determination of the Allowance of such Claim.

**8.2 Claim Objections.** All objections to Claims (other than Professional Fee Claims, which shall be governed by Section 12.2 of the Plan) shall be Filed by the Plan Administrator on or before the Claim Objection Deadline, which date may be extended by order of the Bankruptcy Court. If a timely objection has not been Filed to a proof of claim or the Schedules have not been amended with respect to a Claim that was Scheduled by the Debtors but was not Scheduled as contingent, unliquidated, or disputed, then the Claim to which the proof of claim or Scheduled Claim relates will be treated as an Allowed Claim.

**8.3 Estimation of Certain Claims.** The Plan Administrator may, at any time, move for a Bankruptcy Court order estimating any Contingent Claim, Disputed Claim, or Unliquidated Claim pursuant to Bankruptcy Code section 502(c), regardless of whether the Debtors have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction and power to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. The estimated amount of any Claim so determined by the Bankruptcy Court shall constitute the maximum recovery that the Holder thereof may recover after the ultimate liquidation of its Claim, irrespective of the actual amount that is ultimately allowed. All of the aforementioned Claims objection, estimation, and resolution procedures are cumulative and are not necessarily exclusive of one another.



1 **8.4 Distributions Following Allowance.** Once a Contingent Claim, a Disputed  
2 Claim, or an Unliquidated Claim becomes an Allowed Claim, in whole or in part,  
3 including pursuant to the Plan, the Plan Administrator shall distribute from the  
4 Distribution Reserves to the Holder thereof the Distributions, if any, to which such  
5 Holder is then entitled under the Plan. Such Distributions, if any, shall be made on the  
6 next Distribution Date after the date on which the order or judgment allowing any such  
7 Claim becomes a Final Order or on which the Claim otherwise becomes an Allowed  
8 Claim, or, if there is no applicable Distribution Date, then within ninety (90) calendar  
9 days after the date on which the Claim becomes an Allowed Claim. Unless otherwise  
10 specifically provided in the Plan or allowed by a Final Order, no interest shall be paid  
11 on Contingent Claims, Disputed Claims, or Unliquidated Claims that later become  
12 Allowed Claims.

13 **8.5 Disposition of Assets in Reserves After Disallowance.** After an objection to a  
14 Disputed Claim is sustained or a Contingent Claim or Unliquidated Claim has been  
15 determined in whole or in part by a Final Order or by agreement, such that the  
16 Contingent Claim, Disputed Claim, or Unliquidated Claim is a Disallowed Claim in  
17 whole or in part, any Cash held in an applicable Distribution Reserve in respect of the  
18 particular Claim in excess of the Distributions due on account of any resulting Allowed  
19 Claim shall be used or distributed in a manner consistent with the Plan.

## 20 **ARTICLE IX**

### 21 **CONDITIONS PRECEDENT TO THE EFFECTIVE DATE**

22 **9.1 Conditions to the Effective Date.** The occurrence of the Effective Date shall not  
23 occur and the Plan shall not be consummated unless and until each of the following  
24 conditions has been satisfied or duly waived pursuant to Section 9.2 of the Plan:

25 (i) the Bankruptcy Court shall have entered the Confirmation Order, which  
26 shall be in form and substance reasonably satisfactory to the Settling Parties;

27 (ii) the Confirmation Order shall not be subject to any stay;

28 (iii) all governmental and material third-party approvals and consents  
necessary in connection with the transactions contemplated by the Plan, if any, shall  
have been obtained and be in full force and effect, including, but not limited to, the  
DOJ's written consent to the settlements and releases of properties and interests as set  
forth in the Global Settlement and this Plan;

(iv) all actions and all agreements, instruments, or other documents necessary  
to implement the terms and provisions of this Plan are effected or executed and

1 delivered, as applicable, including, but not limited to, each Easterday Family  
2 Contribution Instrument;

3 (v) the Allowed Class 1 Claims (Secured Claims) and Class 3 Claims (Farms  
4 General Unsecured Claims) shall not exceed \$21,100,000 and such condition must be  
5 acknowledged as satisfied or waived by Tyson, Segale, and the Ranches Committee on  
or before June 30, 2022 in writing by email to undersigned counsel for the Debtors;

6 (vi) the Additional Easterday Family Releasing Parties shall have either (a)  
7 executed and delivered in writing releases of the Easterday Family Released Parties on  
8 account of any claims or causes of action arising from or related to such party's  
9 contractual agreements with the Easterday Family Released Parties or (b) returned a  
Ballot that accepts the Plan and does not opt out of the Third Party Releases;

10 (vii) Jody Easterday, Cutter Easterday, Cole Easterday, and Clay Easterday  
11 shall have executed and delivered the Mutual Release Agreement;

12 (viii) the Confirmation Order shall affirm the validity and enforceability of the  
13 various releases granted under the Plan among the Settling Parties and others, and such  
releases shall be in full force and effect; and

14 (ix) the Professional Fee Reserves are funded pursuant to Section 12.2 hereof.

15 **9.2 Waiver of Conditions to the Effective Date.** The conditions to the Effective  
16 Date may be waived in writing by the Debtors and the Settling Parties, in the reasonable  
17 discretion of the Debtors and the Settling Parties, at any time without further order of  
18 the Bankruptcy Court.

19 **9.3 Effect of Non-Occurrence of Conditions to the Effective Date.** If each of the  
20 conditions to the Effective Date is not satisfied or duly waived in accordance with  
21 Sections 9.1 and 9.2 of the Plan by July 31, 2022, upon notification filed by the Debtors  
22 or any of the Settling Parties with the Bankruptcy Court, (i) the Confirmation Order  
23 shall be vacated; (ii) no Distributions shall be made; (iii) the Debtors, the Estates, and  
24 all Creditors shall be restored to the *status quo* as of the day immediately preceding the  
25 Confirmation Hearing as though the Confirmation Order was not entered; (iv) all of the  
26 Debtors' and the Estates' obligations with respect to Claims shall remain unchanged  
27 and nothing contained in the Plan shall constitute a waiver or release of any Causes of  
28 Action by or against the Debtors, the Estates, or any other Person or prejudice in any  
manner the rights, claims, or defenses of the Debtors, the Estates, or any other Person;  
and (v) the Easterday Family may exercise their rights under the Abeyance and  
Suspense Order (Adv. Pro. No 22-80008, Docket No. 39).

1 **9.4 Notice of the Effective Date.** Promptly after the occurrence of the Effective  
2 Date, the Post-Effective Date Debtors or its agents shall mail or cause to be mailed to  
3 all Creditors a notice that informs such Creditors of (i) entry of the Confirmation Order  
4 and the resulting confirmation of the Plan; (ii) the occurrence of the Effective Date;  
5 (iii) the rejection of executory contracts and unexpired leases pursuant to the Plan, as  
6 well as the deadline for the filing of resulting Rejection Claims; (iv) the deadline  
established under the Plan for the filing of Administrative Claims; and (v) such other  
matters as the Plan Administrator finds appropriate.

7 **9.5 Payment of Plan Sponsor Contribution.** Promptly after the occurrence of the  
8 Effective Date, FRI shall deposit the Plan Sponsor Contribution in one or more deposit  
9 accounts at the direction of either (a) the Debtors, (b) the Plan Administrator, or (c) in  
10 the event of any disputes between and among the foregoing, an order of the Bankruptcy  
Court.

## 11 **ARTICLE X**

### 12 **RELEASES, INJUNCTION, AND RELATED PROVISIONS**

#### 13 **10.1 Debtors' Releases.**

14 (a) On the Effective Date and to the fullest extent authorized by applicable  
15 law, the Released Parties and their respective property will be expressly,  
16 unconditionally, generally, individually, and collectively released, acquitted, and  
17 discharged by the Debtors on behalf of themselves, their estates, the Post-Effective  
18 Date Debtors, and the Plan Administrator (such that the Post-Effective Date  
19 Debtors and Plan Administrator will not hold any Claims or Causes of Action  
20 released pursuant to this Plan), for the good and valuable consideration provided  
21 by each of the Released Parties, from any and all actions, claims, debts, obligations,  
22 rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever,  
23 including any derivative or deficiency claims asserted or that could be asserted by  
24 or on behalf of the Debtors, whether known or unknown, foreseen or unforeseen,  
25 matured or unmatured, existing or hereinafter arising, in law, equity, contract,  
26 tort, or otherwise, by state law (including Washington State partnership law),  
27 statute, violations of federal or state securities laws, or otherwise, based in whole  
28 or in part upon any act or omission, transaction, or other occurrence or  
circumstances existing or taking place prior to or on the Effective Date arising  
from or related in any way to the Debtors, any of the Debtors' present or former  
assets, the Released Parties' interests in or management of the Debtors, this Plan,  
the Disclosure Statement, these Chapter 11 Cases, or the Sale Transaction,  
including those that the Debtors, the Post-Effective Date Debtors, or the Plan  
Administrator would have been legally entitled to assert or that any Holder of a

1 Claim against or interest in the Debtors or any other Entity could have been legally  
2 entitled to assert derivatively or on behalf of the Debtors or their Estates; *provided,*  
3 *however,* that the foregoing Debtors' Releases shall not operate to waive or release  
4 any Claims or Causes of Action of the Debtors or their Estates against a Released  
5 Party arising under any contractual obligation owed to the Debtors, the Post-  
6 Effective Date Debtors, or the Plan Administrator that is entered into pursuant to  
7 this Plan.

8 (b) Entry of the Confirmation Order shall constitute the Bankruptcy  
9 Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtors' Releases set  
10 forth in Section 10.1(a) above, which includes by reference each of the related  
11 provisions and definitions contained in this Plan, and, further, shall constitute the  
12 Bankruptcy Court's finding that the Debtors' Releases are: (1) in exchange for the  
13 good and valuable consideration provided by the Released Parties; (2) a good-faith  
14 settlement and compromise of the Claims released by the Debtors' Releases; (3) in  
15 the best interests of the Estates and all Holders of Claims and Interests; (4) fair,  
16 equitable, and reasonable; (5) given and made after due notice and opportunity  
17 for hearing; and (6) a bar against any of the Estates, the Post-Effective Date  
18 Debtors, or the Plan Administrator, asserting any Claim or Cause of Action  
19 released pursuant to the Debtors' Releases.

20 (c) The foregoing Debtors' Releases are an integral component of the  
21 Global Settlement.

## 22 10.2 Third Party Releases.

23 (a) On the Effective Date and to the fullest extent authorized by applicable  
24 law, the Releasing Parties shall be deemed to have expressly, unconditionally,  
25 generally, individually, and collectively, released and acquitted the Released  
26 Parties and their respective property from any and all actions, Claims, interests,  
27 obligations, rights, suits, damages, Causes of Action, remedies, and liabilities  
28 whatsoever, including any derivative or deficiency claims asserted or that could be  
asserted on behalf of the Debtors, whether known or unknown, foreseen or  
unforeseen, matured or unmatured, existing or hereafter arising, in law, equity,  
contract, tort, or otherwise, that such Releasing Party (whether individually or  
collectively) ever had, now has, or hereafter can, shall or may have, based on or  
relating to, or in any manner arising from or related in any way to the Debtors,  
any of the Debtors' present or former assets, the Released Parties' interests in or  
management of the Debtors, the business, or contractual arrangements between  
the Debtors and any Released Party, this Plan, the Disclosure Statement, the  
Chapter 11 Cases, or the Sale Transaction, including those that the Debtors, the  
Post-Effective Date Debtors, or the Plan Administrator would have been legally

1 entitled to assert or that any Holder of a Claim against or interest in the Debtors  
2 or any other Entity could have been legally entitled to assert derivatively or on  
3 behalf of the Debtors or their Estates, including any deficiency claim under  
4 Washington State partnership law, except for (1) Tyson-Segale Preserved Claims,  
5 (2) Cody Easterday Preserved Claims, and (3) the right to receive Distributions  
6 from the Debtors, the Post-Effective Date Debtors, or the Plan Administrator on  
7 account of an Allowed Claim against the Debtors pursuant to this Plan. For the  
8 avoidance of doubt, the Releasing Parties shall include (1) the Released Parties, (2)  
9 Holders of Interests except as carved out for certain Creditors, and (3) all Holders  
10 of Claims that (a) vote to accept the Plan and (b) do not affirmatively opt out of  
11 the Third Party Release provided by this section pursuant to a duly executed  
12 ballot. Notwithstanding anything to the contrary contained herein, in no event  
shall an Entity that (1) does not vote to accept or reject this Plan, (2) votes to reject  
this Plan, or (3) appropriately marks the ballot to opt out of the Third Party  
Release provided in this section and returns such ballot in accordance with the  
Solicitation Procedures Order, be a Releasing Party unless they have otherwise  
agreed to a release.

13 (b) Entry of the Confirmation Order shall constitute the Bankruptcy  
14 Court's approval, pursuant to Bankruptcy Rule 9019, of the Third Party Releases  
15 set forth in Section 10.2(a) above, which includes by reference each of the related  
16 provisions and definitions contained in this Plan, and, further, shall constitute the  
17 Bankruptcy Court's finding that the Third Party Releases are: (1) in exchange for  
18 the good and valuable consideration provided by the Released Parties; (2) a good-  
19 faith settlement and compromise of the Claims released by the Third Party  
20 Releases; (3) in the best interests of the Debtors, their Estates, and all Holders of  
Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after  
due notice and opportunity for hearing; and (6) a bar against any of the Releasing  
Parties asserting any Claim or Cause of Action released pursuant to the Third  
Party Releases.

21 (c) The foregoing Third Party Releases are an integral component of the  
22 Global Settlement.

### 23 **10.3 Exculpation and Limitation of Liability.**

24 (a) The Exculpated Parties will neither have nor incur any liability to any  
25 entity for any claims or Causes of Action arising on or after the Petition Date and  
26 prior to the Effective Date for any act taken or omitted to be taken in connection  
27 with, or related to (i) the Chapter 11 Cases, (ii) the Sale Transaction (including the  
28 leaseback by FRI of certain FRI Assets to the Debtors pursuant to the Temporary  
Lease Agreement), (iii) any other sales consummated during the Chapter 11 Cases,



1 (iv) the Global Settlement Term Sheet, (v) formulating, negotiating, preparing,  
2 disseminating, implementing, administering, confirming or effecting the  
3 consummation of this Plan, or any other contract, instrument, release or other  
4 agreement or document created or entered into in connection with this Plan,  
5 including the Disclosure Statement, (vi) any other postpetition act taken or omitted  
6 to be taken in connection with or in contemplation of Confirmation of this Plan,  
7 or (vii) the approval of the Disclosure Statement and Plan or Confirmation or  
8 Consummation of the Plan, *provided, however*, that the foregoing provisions will  
9 have no effect on the liability of any entity that results from any such act or  
10 omission that is determined in a Final Order of the Bankruptcy Court or other  
11 court of competent jurisdiction to have constituted gross negligence, actual fraud,  
12 or willful misconduct.

13 (b) The Exculpated Parties have, and upon Confirmation of this Plan  
14 shall be deemed to have, participated in good faith and in compliance with the  
15 applicable provisions of the Bankruptcy Code with regard to the solicitation and  
16 Distributions pursuant to the Plan, and, therefore, are not, and on account of such  
17 Distributions shall not be, liable at any time for the violation of any applicable law,  
18 rule or regulation governing the solicitation of acceptances or rejections of the Plan  
19 or such Distributions made pursuant to the Plan.

#### 20 **10.4 Injunction.**

21 (a) FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE  
22 PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY  
23 MANNER ANY CAUSE OF ACTION RELEASED OR TO BE RELEASED  
24 PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER.

25 (b) FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF  
26 THE RELEASES AND EXCULPATION GRANTED IN SECTIONS 10.1  
27 THROUGH 10.3, THE APPLICABLE RELEASING PARTIES SHALL BE  
28 PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY  
MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED  
PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE,  
ANY SUIT, ACTION OR OTHER PROCEEDING, ON ACCOUNT OF OR  
RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT,  
RIGHT, CAUSE OF ACTION, INTEREST OR REMEDY RELEASED OR TO BE  
RELEASED UNDER THIS PLAN OR THE CONFIRMATION ORDER.

(c) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN,  
RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE  
PLAN, ALL ENTITIES WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS OR  
INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO THE PLAN OR



1 THAT ARE SUBJECT TO THE EXCULPATORY PROVISIONS OF SECTION 10.2,  
2 ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE,  
3 FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR  
4 CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF  
5 ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT  
6 TO ANY SUCH CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING,  
7 COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY  
8 JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH ENTITIES ON  
9 ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH  
10 CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING  
11 ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE  
12 PROPERTY OR ESTATES OF SUCH ENTITIES ON ACCOUNT OF OR IN  
13 CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR  
14 INTERESTS; (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY  
15 ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN  
16 CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR  
17 INTERESTS RELEASED OR SETTLED PURSUANT TO THE PLAN; AND  
18 (V) ACTING OR PROCEEDING IN ANY MANNER, IN ANY PLACE  
19 WHATSOEVER, THAT DOES NOT CONFORM WITH THE PROVISIONS OF  
20 THE PLAN TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

21 (d) THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT  
22 OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR  
23 AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF  
24 ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON  
25 CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS  
26 OR ANY OF THEIR ASSETS, PROPERTY, OR ESTATES.

27 (e) ALL ENTITIES SHALL BE PRECLUDED FROM ASSERTING  
28 AGAINST THE PLAN ADMINISTRATOR, THE POST-EFFECTIVE DATE  
DEBTORS, THE ADMINISTRATIVE AGENT, AND EACH OF THEIR  
RESPECTIVE ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR  
INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT  
OR OMISSION, TRANSACTION OR OTHER ACTIVITY OF ANY KIND OR  
NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE. NOTHING IN  
THIS SECTION 10.4 SHALL ENJOIN ANY CLAIM OR CAUSE OF ACTION  
THAT IS NOT RELEASED OR EXCULPATED PURSUANT TO SECTIONS 10.1,  
10.2, AND 10.3 OF THIS PLAN OR THE CONFIRMATION ORDER.

(f) NOTWITHSTANDING ANY OTHER PROVISION OF THIS PLAN TO  
THE CONTRARY, THE DEBTORS SHALL NOT RECEIVE A DISCHARGE.

1 **ARTICLE XI**

2 **RETENTION OF JURISDICTION AND POWER**

3  
4 **11.1 Scope of Retained Jurisdiction and Power.** Under Bankruptcy Code sections  
5 105(a) and 1142, and notwithstanding entry of the Confirmation Order and occurrence  
6 of the Effective Date, and except as otherwise ordered by the Bankruptcy Court, the  
7 Bankruptcy Court shall retain jurisdiction and power over all matters arising in, arising  
under, or related to the Chapter 11 Cases and the Plan to the fullest extent permitted by  
law, including jurisdiction and power to do the following:

8 (a) except as otherwise Allowed pursuant to the Plan or in the Confirmation  
9 Order, Allow, classify, determine, disallow, establish the priority or secured or  
10 unsecured status of, estimate, limit, liquidate, or subordinate any Claim, in whole or in  
11 part, including the resolution of any request for payment of any Administrative Claim  
and the resolution of any objections to the allowance or priority of Claims;

12 (b) hear and determine all applications for compensation and reimbursement  
13 of expenses of Professionals under the Plan or under Bankruptcy Code sections 327,  
14 328, 330, 331, 363, 503(b), 1103, and 1129(a)(4);

15 (c) hear and determine all matters with respect to the assumption or rejection  
16 of any executory contract or unexpired lease to which a Debtor is a party or with respect  
17 to which a Debtor may be liable, including, if necessary, the nature or amount of any  
required cure or the liquidation or allowance of any Claims arising therefrom;

18 (d) effectuate performance of and payments under the provisions of the Plan  
19 and enforce remedies on any default under the Plan;

20 (e) hear and determine any and all adversary proceedings, motions,  
21 applications, and contested or litigated matters arising out of, under, or related to, the  
Chapter 11 Cases, including the Post-Effective Date Debtors' Causes of Action;

22 (f) enter such orders as may be necessary or appropriate to execute,  
23 implement, or consummate the provisions of the Plan and all contracts, instruments,  
24 releases, and other agreements or documents created, executed, or contemplated in  
connection with the Plan, the Disclosure Statement, or the Confirmation Order;

25 (g) hear and determine disputes arising in connection with the interpretation,  
26 implementation, consummation, or enforcement of the Plan, including disputes arising  
27 under agreements, documents, or instruments executed in connection with the Plan, or  
28 to maintain the integrity of the Plan following consummation;

1 (h) consider any modifications of the Plan, cure any defect or omission, or  
2 reconcile any inconsistency in any order of the Bankruptcy Court, including the  
3 Confirmation Order;

4 (i) issue injunctions, enter and implement other orders, or take such other  
5 actions as may be necessary or appropriate to restrain interference by any Person with  
6 the implementation, consummation, or enforcement of the Plan or the Confirmation  
7 Order;

8 (j) enter and implement such orders as may be necessary or appropriate if the  
9 Confirmation Order is for any reason reversed, stayed, revoked, modified, or vacated;

10 (k) hear and determine any matters arising in connection with or relating to  
11 the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order, or  
12 any contract, instrument, release, or other agreement or document created, executed, or  
13 contemplated in connection with any of the foregoing documents and orders;

14 (l) enforce, interpret, and determine any disputes arising in connection with  
15 any stipulations, orders, judgments, injunctions, releases, exculpations,  
16 indemnifications, and rulings associated with the Plan or otherwise entered in  
17 connection with the Chapter 11 Cases (whether or not any or all of the Chapter 11 Cases  
18 have been closed);

19 (m) except as otherwise limited herein, recover all Estate Assets and Post-  
20 Effective Date Debtors' Assets, wherever located;

21 (n) hear and determine matters concerning state, local, and federal taxes in  
22 accordance with Bankruptcy Code sections 346, 505, and 1146;

23 (o) hear and determine all disputes involving the existence, nature, or scope of  
24 the Debtors' discharge;

25 (p) hear and determine such other matters as may be provided in the  
26 Confirmation Order or as may be authorized under, or not inconsistent with, the  
27 Bankruptcy Code and title 28 of the United States Code;

28 (q) resolve any cases, controversies, suits, or disputes related to the Post-  
Effective Date Debtors, the Plan Administrator, or the Debtors;

(r) enforce the Sale Order; and

(s) enter a final decree closing the Chapter 11 Cases of the Debtors.

1 **11.2 Non-Exercise of Jurisdiction.** If the Bankruptcy Court abstains from exercising,  
2 or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter  
3 arising in, arising under, or related to the Chapter 11 Cases, the provisions of this  
4 Section 11.2 **Error! Reference source not found.** shall have no effect on, and shall not  
5 control, limit, or prohibit the exercise of jurisdiction by any other court having  
6 competent jurisdiction with respect to, such matter.

## 7 **ARTICLE XII**

### 8 **MISCELLANEOUS PROVISIONS**

9 **12.1 Administrative Claims.** Subject to the last sentence of this Section 12.1, all  
10 requests for payment of an Administrative Claim arising on or after April 1, 2022 must  
11 be filed with the Bankruptcy Court no later than the Administrative Claims Bar Date.  
12 In the event of an objection to Allowance of an Administrative Claim, the Bankruptcy  
13 Court shall determine the Allowed amount of such Administrative Claim. **THE  
14 FAILURE TO FILE A MOTION REQUESTING ALLOWANCE OF AN  
15 ADMINISTRATIVE CLAIM ON OR BEFORE THE ADMINISTRATIVE  
16 CLAIMS BAR DATE, OR THE FAILURE TO SERVE SUCH MOTION  
17 TIMELY AND PROPERLY, SHALL RESULT IN THE ADMINISTRATIVE  
18 CLAIM BEING FOREVER BARRED AND DISALLOWED WITHOUT  
19 FURTHER ORDER OF THE BANKRUPTCY COURT. IF FOR ANY REASON  
20 ANY SUCH ADMINISTRATIVE CLAIM IS INCAPABLE OF BEING  
21 FOREVER BARRED AND DISALLOWED, THEN THE HOLDER OF SUCH  
22 CLAIM SHALL IN NO EVENT HAVE RECOURSE TO ANY PROPERTY TO  
23 BE DISTRIBUTED PURSUANT TO THE PLAN.** Postpetition statutory tax claims  
24 shall not be subject to any Administrative Claims Bar Date.

25 **12.2 Professional Fee Claims.** All final requests for payment of Professional Fee  
26 Claims to the extent required pursuant to Bankruptcy Code sections 327, 328, 330, 331,  
27 363, 503(b), or 1103 must be made by application Filed with the Bankruptcy Court and  
28 served on counsel to the Plan Administrator and counsel to the U.S. Trustee no later  
than thirty (30) calendar days after the Effective Date, unless otherwise ordered by the  
Bankruptcy Court. Objections to such applications must be Filed and served on counsel  
to the Plan Administrator, counsel to the U.S. Trustee, and the requesting Professional  
on or before the date that is twenty-one (21) calendar days after the date on which the  
applicable application was served (or such longer period as may be allowed by order of  
the Bankruptcy Court or by agreement with the requesting Professional). All  
Professional Fee Claims shall be paid by the Post-Effective Date Debtors to the extent  
approved by order of the Bankruptcy Court within five (5) Business Days after entry of  
such order. On the Effective Date, the Post-Effective Date Debtors shall establish the  
Professional Fee Reserves. The Professional Fee Reserves shall vest in the Post-

Effective Date Debtors and shall be maintained and held in trust by Pachulski Stang Ziehl & Jones LLP in accordance with the Plan. The Post-Effective Date Debtors shall fully fund the Professional Fee Reserves on the Effective Date in an amount that is reasonable acceptable to the Debtors prior to the Confirmation Hearing and that approximates the total projected amount of unpaid Professional Fee Claims on the Effective Date. If the Debtors and the Committees are unable to agree on an amount by which the Professional Fee Reserves are to be funded, then any of those parties may submit the issue to the Bankruptcy Court, which, following notice and a hearing, shall fix the amount of the required funding. All Professional Fee Claims that have not previously been paid, otherwise satisfied or funded to the trust account of Debtors' counsel, or withdrawn shall be paid from the Professional Fee Reserves. Any excess funds in the Professional Fee Reserves shall be released to the Post-Effective Date Debtors to be used for other purposes consistent with the Plan. For the avoidance of doubt, the Professional Fee Reserves are an estimate and shall not be construed as a cap on the Post-Effective Date Debtors' obligation to pay in full Allowed Professional Fee Claims.

**12.3 Payment of Statutory Fees.** All fees payable pursuant to 28 U.S.C. § 1930, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid by the Debtors on or before the Effective Date. All such fees that relate to distributions by each Debtor after the Effective Date shall be paid by the Post-Effective Date Debtors. Notwithstanding anything to the contrary in the Plan, the U.S. Trustee shall not be required to file any proofs of claim with respect to quarterly fees payable pursuant to 28 U.S.C. § 1930.

**12.4 Dissolution of the Committees.** Both of the Committees shall be automatically dissolved on the Effective Date and, on the Effective Date, each member of the Committees (including each Related Party thereof) and each Professional retained by either of the Committees shall be released and discharged from all rights, duties, responsibilities, and obligations arising from, or related to, the Debtors, their membership on either of the Committees, the Plan, or the Chapter 11 Cases, except (i) with respect to any matters concerning any Professional Fee Claims held or asserted by any Professional retained by either of the Committees, and (ii) any appeals of, or related to, the Confirmation Order or any other appeal to which the Committees are a party to.

**12.5 Modifications and Amendments.**

(a) In the Debtors' reasonable discretion, the Debtors may alter, amend, or modify the Plan under Bankruptcy Code section 1127(a) at any time at or prior to the conclusion of the Confirmation Hearing. All alterations, amendments, or modifications to the Plan must comply with Bankruptcy Code section 1127. The Debtors shall provide



1 parties in interest with notice of such amendments or modifications as may be required  
2 by the Bankruptcy Code, Bankruptcy Rules, or order of the Bankruptcy Court. A  
3 Creditor that has accepted the Plan shall be deemed to have accepted the Plan, as altered,  
4 amended, modified, or clarified, if the proposed alteration, amendment, modification,  
5 or clarification does not materially and adversely change the treatment of the Claim of  
6 such Creditor.

7 (b) After entry of the Confirmation Order and prior to substantial  
8 consummation (as defined in Bankruptcy Code section 1101(2)) of the Plan, the Debtors  
9 or the Post-Effective Date Debtors, as applicable, may, under Bankruptcy Code section  
10 1127(b), institute proceedings in the Bankruptcy Court to remedy any defect or  
11 omission or to reconcile any inconsistencies in the Plan, the Disclosure Statement  
12 approved with respect to the Plan, or the Confirmation Order, and such matters as may  
13 be necessary to carry out the purpose and effect of the Plan so long as such proceedings  
14 do not adversely affect the treatment of Holders of Claims under the Plan. Such  
15 proceedings must comply with Bankruptcy Code section 1127. To the extent required,  
16 prior notice of such proceedings shall be served in accordance with the Bankruptcy  
17 Rules or an order of the Bankruptcy Court. A Creditor that has accepted the Plan shall  
18 be deemed to have accepted the Plan, as altered, amended, modified, or clarified, if the  
19 proposed alteration, amendment, modification, or clarification does not materially and  
20 adversely change the treatment of the Claim of such Creditor.

21 **12.6 Severability of Plan Provisions.** If, at or before the Confirmation Hearing, the  
22 Bankruptcy Court holds that any Plan term or provision is invalid, void, or  
23 unenforceable, the Bankruptcy Court may alter or interpret that term or provision so  
24 that it is valid and enforceable to the maximum extent possible consistent with the  
25 original purpose of that term or provision. That term or provision will then be applicable  
26 as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation,  
27 the Plan's remaining terms and provisions will remain in full force and effect and will  
28 in no way be affected, impaired, or invalidated. The Confirmation Order will constitute  
a judicial determination providing that each Plan term and provision, as it may have  
been altered or interpreted in accordance with this Section 12.6, is valid and enforceable  
under its terms.

**12.7 Compromises and Settlements.** From and after the Effective Date, the Post-  
Effective Date Debtors may compromise and settle disputes about any applicable  
Claims or Post-Effective Date Debtors' Causes of Action, without any further approval  
by the Bankruptcy Court. Until the Effective Date, the Debtors expressly reserve the  
right to compromise and settle (subject to the approval of the Bankruptcy Court) Claims  
against them or any Avoidance Actions and Causes of Action belonging to the Estates.



1 **12.8 Binding Effect of Plan.** Upon the Effective Date, Bankruptcy Code section 1141  
2 shall become applicable with respect to the Plan and the Plan shall be binding on all  
3 Persons to the fullest extent permitted by Bankruptcy Code section 1141(a).  
4 Confirmation of the Plan binds each Holder of a Claim or Interest to all the terms and  
5 conditions of the Plan, whether or not such Holder's Claim or Interest is Allowed,  
6 whether or not such Holder holds a Claim or Interest that is in a Class that is Impaired  
7 under the Plan, and whether or not such Holder has accepted the Plan.

8 **12.9 Term of Injunctions or Stays.** Unless otherwise provided herein or in the  
9 Confirmation Order, all injunctions or stays in the Chapter 11 Cases under Bankruptcy  
10 Code sections 105 or 362 or otherwise, and extant as of the Confirmation Hearing  
11 (excluding any injunctions or stays contained in or arising from the Plan or the  
12 Confirmation Order), shall remain in full force and effect through and inclusive of the  
13 Effective Date.

14 **12.10 Revocation, Withdrawal, or Non-Consummation.** The Debtors reserve the  
15 right to revoke or withdraw the Plan at any time prior to the Confirmation Hearing and  
16 to File subsequent plans. If the Debtors revoke or withdraw the Plan prior to the  
17 Confirmation Hearing, or if the Effective Date does not occur, then (a) the Plan shall be  
18 null and void in all respects; and (b) nothing contained in the Plan, and no acts taken in  
19 preparation for consummation of the Plan, shall (i) constitute or be deemed to constitute  
20 a waiver or release of any Claims against, or any Interests in, any Debtor, or any Causes  
21 of Action by or against any Debtor or any other Person, (ii) prejudice in any manner the  
22 rights of any Debtor or any other Person in any further proceedings involving a Debtor,  
23 or (iii) constitute an admission of any sort by any Debtor or any other Person.

24 **12.11 Exemption from Transfer Taxes.** Pursuant to Bankruptcy Code section 1146,  
25 the vesting of the Post-Effective Date Debtors' Assets in the Post-Effective Date  
26 Debtors, the issuance, transfer, or exchange of notes or equity securities under the Plan,  
27 the creation of any mortgage, deed of trust, lien, pledge, or other security interest, or the  
28 making or assignment of any lease or sublease, or making or delivery of any deed or  
other instrument of transfer under, in furtherance of, or in connection with the Plan,  
shall not be subject to any stamp, real estate transfer, mortgage recording, or other  
similar tax.

**12.12 Computation of Time.** In computing any period of time prescribed or allowed  
by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

**12.13 Transactions on Business Days.** If the Effective Date or any other date on which  
a transaction may occur under the Plan shall occur on a day that is not a Business Day,  
any transactions or other actions contemplated by the Plan to occur on such day shall  
instead occur on the next succeeding Business Day.

1 **12.14 Good Faith.** Confirmation of the Plan shall constitute a conclusive determination  
2 that: (a) the Plan, and all the transactions and settlements contemplated thereby, have  
3 been proposed in good faith and in compliance with all applicable provisions of the  
4 Bankruptcy Code and the Bankruptcy Rules; and (b) the solicitation of acceptances or  
5 rejections of the Plan has been in good faith and in compliance with all applicable  
6 provisions of the Bankruptcy Code, and the Bankruptcy Rules, and, in each case, that  
7 the Debtors and all Related Parties have acted in good faith in connection therewith.

8 **12.15 Governing Law.** Unless a rule of law or procedure is supplied by federal law  
9 (including the Bankruptcy Code and Bankruptcy Rules), (a) the laws of the State of  
10 Washington shall govern the construction and implementation of the Plan and (except  
11 as may be provided otherwise in any such agreements, documents, or instruments) any  
12 agreements, documents, and instruments executed in connection with the Plan and  
13 (b) the laws of the state of incorporation or formation of each Debtor shall govern  
14 corporate or limited liability company governance matters with respect to such Debtor;  
15 in each case without giving effect to the principles of conflicts of law thereof. Any  
16 applicable nonbankruptcy law that would prohibit, limit, or otherwise restrict  
17 implementation of the Plan based on (i) the commencement of the Chapter 11 Cases,  
18 (ii) the appointment of the Plan Administrator, (iii) the wind down of the Debtors,  
19 (iv) the liquidation of some or all of the Post-Effective Date Debtors' Assets, or (v) any  
20 other act or action to be done pursuant to or contemplated by the Plan is superseded and  
21 rendered inoperative by the Plan and federal bankruptcy law.

22 **12.16 Notices.** Following the Effective Date, all pleadings and notices Filed in the  
23 Chapter 11 Cases shall be served solely on (a) the Post-Effective Date Debtors and their  
24 counsel, (b) the U.S. Trustee, (c) any Person whose rights are affected by the applicable  
25 pleading or notice, and (d) any Person Filing a specific request for notices and papers  
26 on and after the Effective Date.

27 **12.17 Final Decree.** Upon the Plan Administrator's determination that all Claims have  
28 been allowed, disallowed, expunged, or withdrawn and that all of a Post-Effective Date  
Debtors' Assets have been liquidated, abandoned, or otherwise administered, the Plan  
Administrator shall move for the entry of the Final Decree with respect to such Debtor  
and Post-Effective Date Debtor. On entry of the Final Decree, the Plan Administrator  
and its respective Related Parties, in each case to the extent not previously discharged  
by the Bankruptcy Court, shall be deemed discharged and have no further duties or  
obligations to any Person with respect to such Debtor or Post-Effective Date Debtor.

29 **12.18 Additional Documents.** On or before the Effective Date, the Debtors may file  
with the Bankruptcy Court such agreements and other documents as may be necessary  
or appropriate to effectuate and further evidence the terms and conditions of the Plan.  
The Debtors and the Post-Effective Date Debtors, as applicable, and all Holders

1 receiving Distributions pursuant to the Plan and all other parties in interest may, from  
2 time to time, prepare, execute, and deliver any agreements or documents and take any  
3 other acts as may be necessary or advisable to effectuate the provisions and intent of  
4 the Plan.

5 **12.19 Conflicts with the Plan.** In the event and to the extent that any provision of the  
6 Plan is inconsistent with the provisions of the Disclosure Statement, any other order  
7 entered in the Chapter 11 Cases, or any other agreement to be executed by any Person  
8 pursuant to the Plan, the provisions of the Plan shall control and take precedence;  
9 *provided, however*, that the Confirmation Order shall control and take precedence in the  
10 event of any inconsistency between the Confirmation Order, any provision of the Plan,  
11 and any of the foregoing documents; *provided further, however*, that with respect to the  
12 Sale Transaction, the Sale Order shall control and take precedence in the event of any  
13 inconsistency between the Sale Order, any provision of the Plan, and any of the  
14 foregoing documents, in each case solely with respect to the Sale Transaction.

### 15 **ARTICLE XIII**

#### 16 **REQUEST FOR CONFIRMATION AND RECOMMENDATION**

17 **13.1 Request for Confirmation.** The Debtors request confirmation of the Plan in  
18 accordance with Bankruptcy Code section 1129.

19 **13.2 Recommendation.** The Debtors believe that confirmation and implementation  
20 of the Plan are the best alternative under the circumstances and urge all Impaired  
21 Creditors entitled to vote on the Plan to vote in favor of and support confirmation of the  
22 Plan.

23 Respectfully,

24 **EASTERDAY RANCHES, INC.**

25 By: /s/ Peter Richter

26 Name: Peter Richter

27 Title: Co-Chief Restructuring Officer

28 **EASTERDAY FARMS**

By: /s/ Peter Richter

Name: Peter Richter

Title: Co-Chief Restructuring Officer

1 Submitted by:

2 Dated: July 14, 2022

BUSH KORNFELD LLP

3 /s/ Thomas A. Buford, III

4 THOMAS A. BUFORD, III (WSBA 52969)

5 BUSH KORNFELD LLP

6 RICHARD M. PACHULSKI (admitted *pro hac vice*)

7 JEFFREY W. DULBERG (admitted *pro hac vice*)

8 MAXIM B. LITVAK (admitted *pro hac vice*)

PACHULSKI STANG ZIEHL & JONES LLP

9 *Attorneys for Debtors and Debtors in Possession*

**EXHIBIT A**

**ADDITIONAL PARTIES RELEASING  
THE EASTERDAY FAMILY RELEASED PARTIES**

- Tyson Fresh Meats, Inc.
- DLL Finance LLC
- The McGregor Company
- John Deere Financial, f.s.b.
- Rabo AgriFinance LLC
- PHI Financial Services, Inc.
- Ag Direct/AgCountry Farm Credit Services, PCA/RDO Equipment Co./Farm Credit Services of America, PCA
- Midland States Bank through it account servicer Orion First Financial LLC
- Segale Properties, LLC
- Paladin Management Group
- Peter Richter
- Scott Avila
- All Holders of Allowed Class 3 Claims that opt out of the Third Party Releases

**EXHIBIT B-1**

**3E PARTNERSHIP INTEREST LIQUIDATION AGREEMENT**

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## PARTNERSHIP INTEREST LIQUIDATION AGREEMENT

**THIS PARTNERSHIP INTEREST LIQUIDATION AGREEMENT** (this “Agreement”) is made and entered into effective as of the close of business on [●], 2022 (the “Effective Date”), by and between 3E PROPERTIES, a Washington general partnership (the “Partnership”), and CODY EASTERDAY and DEBBY EASTERDAY, individuals and husband and wife (collectively, the “Easterdays”). The Partnership and the Easterdays are each sometimes individually referred to herein as a “Party” and collectively sometimes referred to herein as the “Parties.”

### RECITALS

A. The Partnership is a Washington general partnership consisting of, as of the Effective Date, the following partners (collectively, the “Partners”) with the following partnership interests in the Partnership (collectively, the “Pre-Liquidation Partnership Interests”): (i) the Easterdays, with a thirty-three and one-third percent (33 1/3%) partnership interest (the “Liquidating Partnership Interest”); (ii) Jody Easterday, with a thirty-three and one-third percent (33 1/3%) partnership interest; (iii) Karen L. Easterday, with a sixteen and two-thirds percent (16 2/3%) partnership interest; and (iv) the Estate of Gale A. Easterday, with a sixteen and two-thirds percent (16 2/3%) partnership interest.

B. The Partners are parties to, and the Partnership is governed by, that certain 3E Properties Partnership Agreement dated July 24, 1997, as amended by that certain Amendment to the Partnership Agreement of 3E Properties dated February 10, 2021 (collectively, the “Partnership Agreement”).

C. Pursuant to the Partnership Agreement, Jody Easterday is the current Managing Partner of the Partnership (the “Managing Partner”), with authority to act on behalf of the Partnership, including authority, on behalf of the Partners, to execute any and all documents relating to the Partnership and make any and all decisions with respect to the operations of the Partnership.

D. Among other assets, the Partnership owns that certain real property and improvements thereon (including an onion storage shed) legally described as all of Blocks 13 and 14, Northern Pacific Addition to the City of Pasco, according to Plat thereof recorded in Volume B of Plats, Page 60, records of Franklin County, Washington (the “Partnership’s Onion Storage Shed Property”). Title to the Partnership’s Onion Storage Shed Property is held in the name of the Partners, but the Partnership’s Onion Storage Shed Property has been treated (including, but not limited to, for tax reporting purposes) by the Partners and the Partnership as, and is, owned by the Partnership, including pursuant to RCW 25.05.065.

E. Effective as of the close of business on the Effective Date and subject and pursuant to the terms and conditions of this Agreement, the Parties desire to liquidate all of the Liquidating Partnership Interest in the Partnership (the “Liquidation Transaction”).

F. Immediately prior to consummating the Liquidation Transaction, the Parties desire to cause all of the Partners to sign and record a quitclaim deed to formally transfer title (including without limitation any after acquired title) of the Partnership's Onion Storage Shed Property in and to the name of the Partnership.

G. Immediately after consummating the Liquidation Transaction, the Easterdays will assign and transfer (pursuant to the Easterday Assignment Instrument, as that term is defined in Section 4.2(c) of this Agreement) all of their rights, benefit, interests and obligations in, to and arising under the Promissory Note (as defined below), Partnership Interest Pledge Agreement (as defined below) and the Produce Guaranty (as defined below) (collectively, the "Easterday Assignment") to GlassRatner Advisory & Capital Group, LLC, dba B. Riley Advisory Services, acting in its capacity as the Administrative Agent (the "Administrative Agent"), for the benefit of Holders of Allowed Tyson Claims and Allowed Segale Claims (the "Bankruptcy Plan Assignees") under that certain Third Amended Joint Chapter 11 Plan of Liquidation of Easterday Ranches, Inc. and Easterday Farms, in the matter of In re Easterday Ranches, Inc., et al., United States Bankruptcy Court, Eastern District of Washington, Case No. 21-00141-11 (the "Bankruptcy Plan").

## **AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration as provided for in this Agreement, the Parties hereby agree as follows:

### **SECTION 1. LIQUIDATION OF THE LIQUIDATING PARTNERSHIP INTEREST**

**1.1 Liquidation.** Subject and pursuant to the terms and conditions set forth in this Agreement and effective as of the close of business on the Effective Date, the Easterdays and the Partnership hereby liquidate all of the Liquidating Partnership Interest in the Partnership. Subject to and except as otherwise provided in Section 1.4 of this Agreement, after consummation of the Liquidation Transaction, for all purposes Jody Easterday will own a fifty percent (50%) partnership interest in the Partnership, Karen L. Easterday will own a twenty-five percent (25%) partnership interest in the Partnership, and the Estate of Gale A. Easterday will own a twenty-five percent (25%) partnership interest in the Partnership (collectively, the "Post-Liquidation Partnership Interests"), and the Partnership will formally hold title in fee simple to the Partnership's Onion Storage Shed Property.

**1.2 Liquidation Price.** The total liquidating distribution that the Partnership will make to the Easterdays in full liquidation of the Liquidating Partnership Interest is One Million, Eight Hundred and Nineteen Thousand, Three Hundred and Sixty-Eight and No/100 Dollars (\$1,819,368.00) (the "Liquidation Price").

**1.3 Payment of Liquidation Price.** On the Effective Date, the Partnership will execute and deliver a Promissory Note, in the form attached hereto as Exhibit A (the

"Promissory Note"), pursuant to which the Liquidation Price (and interest thereon as provided for in the Promissory Note) will be paid by the Partnership over time pursuant to the terms of the Promissory Note. There will be no down payment on the Liquidation Price at the Closing. In connection with implementing the Easterday Assignment, the Easterdays hereby consent to the Partnership's delivery of the executed Promissory Note directly to the Administrative Agent (acting on behalf and for the benefit of the Bankruptcy Plan Assignees).

**1.4 Security for Promissory Note; Status of Liquidating Partnership Interest Until Promissory Note Paid in Full.** In order to secure all of the Partnership's obligations and liabilities arising under the Promissory Note, concurrent with the Parties' execution and delivery of this Agreement, (i) the Partnership and the Easterdays will execute a Partnership Interest Pledge Agreement, in the form attached hereto as Exhibit B (the "Partnership Interest Pledge Agreement"), and (ii) the Partnership will execute an Assignment of Partnership Interest instrument in blank as provided for in the Partnership Interest Pledge Agreement, pursuant to which the Partnership will pledge all of the Liquidating Partnership Interest as collateral for the performance and payment of all of the Partnership's obligations and liabilities arising under the Promissory Note. In connection with implementing and enforcing the Partnership's pledge of the Liquidating Partnership Interest, and notwithstanding anything to the contrary in this Agreement or the Partnership Interest Pledge Agreement, the Parties hereby acknowledge and agree that until the earlier to occur of (a) the Partnership's payment and satisfaction in full of all obligations and liabilities of the Partnership arising under the Promissory Note and (b) the occurrence of an Event of Default (as that term is defined in the Partnership Interest Pledge Agreement) and either (and pursuant to enforcement of the terms and conditions of the Partnership Interest Pledge Agreement) the Administrative Agent (as the assignee under the Easterday Assignment Instrument) takes title to the Liquidating Partnership Interest or a third party takes title to the Liquidating Partnership Interest, the following shall apply and be in full force and effect: (i) the Liquidating Partnership Interest will remain in existence solely for purposes of being collateral for payment and performance of the Partnership's obligations arising under the Promissory Note; (ii) only the Post-Liquidation Partnership Interests will be treated as outstanding and used by the Partnership for the Partnership's federal, state and local income tax and other tax reporting, and financial reporting; and (iii) only the Post-Liquidation Partnership Interests will have voting rights in the Partnership. In the event of the occurrence of an Event of Default (as that term is defined in the Partnership Interest Pledge Agreement) and either (and pursuant to enforcement of the terms and conditions of the Partnership Interest Pledge Agreement) the Administrative Agent (as the assignee under the Easterday Assignment Instrument) takes title to the Liquidating Partnership Interest or a third party takes title to the Liquidating Partnership Interest, the Parties hereby acknowledge and agree that the Liquidating Partnership Interest will automatically be deemed restored to the same partnership interest in the Partnership as existed immediately before the Partnership's liquidation of the Liquidating Partnership Interest pursuant to this Agreement in all respects and for all purposes effective as of the date either the Administrative Agent (as the assignee under the Easterday Assignment Instrument) takes title to the Liquidating Partnership Interest or a third party takes title to the Liquidating Partnership Interest, and thereafter the percentage partnership interests

outstanding in the Partnership will in all respects and for all purposes be the Pre-Liquidation Partnership Interests. Upon and effective as of the date of the Partnership's payment and satisfaction in full of all obligations and liabilities of the Partnership arising under the Promissory Note, the Parties hereby acknowledge and agree that the Liquidating Partnership Interest will cease to exist in all respects and for all purposes. In connection with implementing the Easterday Assignment, the Easterdays hereby consent to the Partnership's delivery of the fully executed Partnership Interest Pledge Agreement and the executed Assignment of Partnership Interest instrument in blank directly to the Administrative Agent (acting on behalf and for the benefit of the Bankruptcy Plan Assignees).

**1.5 Produce Guaranty.** In order to secure the Partnership's payment obligations arising under the Promissory Note, concurrent with the Parties' execution and delivery of this Agreement, Easterday Farms Produce, Co., a Washington corporation ("Produce"), will execute and deliver a Guaranty, in the form attached hereto as Exhibit C (the "Produce Guaranty"), pursuant to which Produce will guarantee the payment when due of all of the Partnership's obligations arising under the Promissory Note. In connection with implementing the Easterday Assignment, the Easterdays hereby consent to the Partnership's delivery of the executed Produce Guaranty directly to the Administrative Agent (acting on behalf and for the benefit of the Bankruptcy Plan Assignees).

## **SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE EASTERDAYS; "AS IS" TRANSACTION; WAIVER AND RELEASE**

**2.1 Representations and Warranties of the Easterdays.** As a material inducement to the Partnership to enter into this Agreement and liquidate the Liquidating Partnership Interest, the Easterdays hereby make the following representations and warranties to the Partnership effective as of the Effective Date:

**2.1.1 Title.** The Easterdays have (and on the Partnership's liquidation of the Liquidating Partnership Interest pursuant to the terms of this Agreement, the Partnership will have) good and marketable title to the Liquidating Partnership Interest, free and clear of all voluntarily given liens, security interests, encumbrances, pledges and restrictions on transfer of any kind and nature whatsoever, except for restrictions regarding marketability imposed by applicable federal and state securities laws.

**2.1.2 Enforcement.** This Agreement and the other documents, instruments and agreements contemplated in this Agreement to which the Easterdays are a party (collectively, the "Easterday Related Documents"), when executed and delivered by the parties hereto and thereto, will constitute the legal, valid, and binding obligations of the Easterdays, enforceable against the Easterdays in accordance with their respective terms, except as the enforceability thereof may be limited by the application of bankruptcy, insolvency, moratorium, or similar laws affecting the rights of creditors generally or judicial limits on equitable remedies.

**2.2 “AS IS” Transaction; Waiver and Release.** Except for the representations and warranties of the Easterdays set forth in this Agreement and any of the Easterday Related Documents, the Partnership acknowledges and agrees that it is acquiring the Liquidating Partnership Interest on an “**AS IS**” basis without any kind of representation or warranty of any kind or nature whatsoever, whether expressed or implied. The Partnership hereby agrees that except for any breach by the Easterdays of any express warranty set for in this Agreement or any of the Easterday Related Documents, the Easterdays have no liability for, and the Partnership hereby waives any and all claims and releases the Easterdays from and for any and all liability arising from or otherwise related in any way to, any and all aspects whatsoever of the Liquidating Partnership Interest, the Partnership and its operations and assets, and the transactions contemplated in this Agreement, whether direct or indirect, absolute or contingent, foreseen or unforeseen, and known or unknown. The Partnership hereby agrees that the foregoing waiver and release extends to each of the Easterdays and their respective heirs, legal representatives, successors, assigns, agents and representatives.

### **SECTION 3. REPRESENTATIONS AND WARRANTIES OF THE PARTNERSHIP**

As a material inducement to the Easterdays to enter into this Agreement and liquidate the Liquidating Partnership Interest, the Partnership hereby makes the following representations and warranties to the Easterdays effective as of the Effective Date:

**3.1 Legal Existence; Power.** The Partnership is a general partnership legally existing under the laws of the state of Washington, and has all requisite power and authority to enter into this Agreement and the other documents, instruments and agreements contemplated in this Agreement to which the Partnership is a party (collectively, the “Partnership Related Documents”) and to perform its obligations under this Agreement and the Partnership Related Documents.

**3.2 Authorization.** The Partnership’s execution, delivery, and performance of this Agreement and the Partnership Related Documents has been duly and validly authorized by all necessary Partnership action of the Partnership.

**3.3 Enforcement.** This Agreement and the Partnership Related Documents, when executed and delivered by the parties hereto and thereto, will constitute the legal, valid, and binding obligations of the Partnership enforceable against the Partnership in accordance with their respective terms, except as enforceability thereof may be limited by the application of bankruptcy, insolvency, moratorium, or similar laws affecting the rights of creditors generally or judicial limits on equitable remedies.

### **SECTION 4. CLOSING**

**4.1 Time, Place, and Manner of Closing.** The closing (the “Closing”) of the transactions contemplated by this Agreement will occur on the Effective Date, concurrently with closing of a number of transactions contemplated by the Bankruptcy Plan. The Closing of the transactions contemplated by this Agreement will occur

simultaneously with the Parties' execution and delivery of this Agreement, the Easterday Related Documents and the Partnership Related Documents. The Closing will be deemed to occur as of the close of business on the Effective Date.

**4.2 Events of Closing.** At the Closing, the following events will occur:

(a) The Parties will execute and deliver to each other this Agreement and the Partnership will, subject to the terms and conditions of Section 1.4 of this Agreement, liquidate all of the Liquidating Partnership Interest in the Partnership;

(b) The Easterdays will execute and deliver to the Partnership an Assignment of Partnership Interest, in the form attached hereto as Exhibit D;

(c) The Easterdays, the Partnership and the Administrative Agent (acting for the benefit of the Bankruptcy Plan Assignees) will execute and deliver to each other an Assignment of Promissory Note, Partnership Interest Pledge Agreement and Guaranty, in the form attached hereto as Exhibit E (the "Easterday Assignment Instrument"), to implement and accomplish the Easterday Assignment;

(d) The Partnership will execute and deliver to the Administrative Agent (as successor in interest to the Easterdays by the Easterday Assignment, and on behalf and for the benefit of the Bankruptcy Plan Assignees) the Promissory Note (in the form attached hereto as Exhibit A);

(e) The Partnership and the Easterdays will execute and deliver to each other and the Administrative Agent (as successor in interest to the Easterdays by the Easterday Assignment, and on behalf and for the benefit of the Bankruptcy Plan Assignees) the Partnership Interest Pledge Agreement (in the form attached hereto as Exhibit B) and the Partnership will execute and deliver to the Administrative Agent (as successor in interest to the Easterdays by the Easterday Assignment, and on behalf and for the benefit of the Bankruptcy Plan Assignees) an Assignment of Partnership Interest instrument in blank as provided for in the Partnership Interest Pledge Agreement (and set forth as Exhibit 1 to the Partnership Interest Pledge Agreement);

(f) The Parties will cause Produce to execute and deliver to the Administrative Agent (as successor in interest to the Easterdays by the Easterday Assignment, and on behalf and for the benefit of the Bankruptcy Plan Assignees) the Produce Guaranty (in the form attached hereto as Exhibit C);

(g) The Parties will cause the Partners to execute and acknowledge in recordable form, and cause to be recorded in Franklin County, Washington, a Quitclaim Deed, in the form attached hereto as Exhibit F (the "Onion Storage Shed Property Quitclaim Deed"), pursuant to which the Partners will formally transfer title (including without limitation any after acquired title) of the Partnership's Onion Storage Shed Property in and to the name of the Partnership;



(h) The Partnership will deliver to the Easterdays and the Administrative Agent a copy of the executed consent resolutions of the Managing Partner authorizing the Partnership to enter into this Agreement and the Partnership Related Documents and to perform its obligations hereunder and thereunder; and

(i) The Parties shall execute and deliver such other documents and take such other actions as are necessary or desirable to close the transactions contemplated in this Agreement in accordance with the terms of this Agreement.

**4.3 Consummation of Closing.** All acts, deliveries, and confirmations comprising the Closing, regardless of chronological sequence, will be deemed to occur contemporaneously and simultaneously on the occurrence of the last act, delivery, or confirmation of the Closing and none of such acts, deliveries, or confirmations will be effective unless and until the last of the same shall have occurred. Regardless of when the last act, delivery, or confirmation of the Closing takes place: (i) the Partners' formal transfer of title (including without limitation any after acquired title) of the Partnership's Onion Storage Shed Property in and to the name of the Partnership pursuant to the Onion Storage Shed Property Quitclaim Deed will be deemed to have occurred immediately prior to consummation of the Liquidation Transaction; (ii) the liquidation of the Liquidating Partnership Interest in accordance with the terms of this Agreement will be deemed to have occurred as of the close of business on the Effective Date; and (iii) the Easterday Assignment to the Administrative Agent (acting by and on behalf of the Bankruptcy Plan Assignees) of all of the Easterdays' rights, benefit, interests and obligations in, to and arising under the Promissory Note, Partnership Interest Pledge Agreement and Produce Guaranty pursuant to the Easterday Assignment Instrument will be deemed to have occurred immediately after consummation of the Liquidation Transaction.

## **SECTION 5. SURVIVAL; INDEMNIFICATION**

**5.1 Survival of Representations and Warranties.** All representations and warranties made in this Agreement, the Easterday Related Documents and the Partnership Related Documents will survive the Closing of this Agreement, except that any Party to whom a representation or warranty has been made in this Agreement, the Easterday Related Documents and the Partnership Related Documents will be deemed to have waived any misrepresentation or breach of the representation or warranty if the Party had knowledge of such breach before the Closing. The representations and warranties in this Agreement, the Easterday Related Documents and the Partnership Related Documents will terminate one (1) year after the Effective Date, and such representations and warranties will thereafter be without force or effect, except for any claim with respect to which written notice has been given to the potential indemnifying Party before such termination date.

### **5.2 Indemnification by the Partnership.**

**5.2.1 Extent of Indemnification.** The Partnership hereby agrees to indemnify, defend and hold harmless the Easterdays and their respective heirs, legal

representatives, successors, assigns, agents and representatives (collectively, the "Indemnified Parties") from, for and against any and all demands, claims, causes of actions, liabilities, obligations, damages, costs, and expenses, including reasonable attorney fees arising out of or related in any way to any of the following:

(a) Any breach or inaccuracy of any representation or warranty of the Partnership made in this Agreement or any of the Partnership Related Documents;

(b) Any failure by the Partnership to perform any covenant required to be performed by the Partnership pursuant to this Agreement or any of the Partnership Related Documents;

(c) Any obligation or liability of the Partnership which the Easterdays or either of them personally guaranteed (including, but not limited to, any loan or lease); or

(d) Any claim, obligation or liability arising out of or in any related to the operation of the Partnership's business, whether arising before or after the Effective Date.

**5.2.2 Notice of Claim.** If any claim is asserted against any of the Indemnified Parties that would give rise to a claim by any of the Indemnified Parties against the Partnership for indemnification under the provisions of this Section 5.2, the Easterdays or either of them will promptly give written notice to the Partnership concerning such claim and the Partnership will, at no expense to the Indemnified Parties, defend the claim with legal counsel reasonably acceptable to the Easterdays.

## **SECTION 6. MISCELLANEOUS PROVISIONS**

**6.1 Binding Effect.** This Agreement will be binding on and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns.

**6.2 Assignment.** Except as provided below in this Section 6.2, neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by a Party without the prior written consent of the other Party. Notwithstanding the foregoing sentence, the Parties understand and agree that the rights, benefits and interests of the Easterdays under the Promissory Note, the Partnership Interest Pledge Agreement and the Produce Guaranty are, concurrently with the parties entering into this Agreement, being assigned and transferred by the Easterdays to the Administrative Agent (acting for the benefit of the Bankruptcy Plan Assignees) pursuant to the terms of the Easterday Assignment Instrument, and the Partnership hereby consents to such assignment and transfer to the Administrative Agent. Further notwithstanding the foregoing, the Parties understand and agree that at any time after consummation of the Easterday Assignment, the Administrative Agent may, with the reasonable consent of the Partnership, assign the Promissory Note, the Partnership Interest Pledge Agreement, the Produce Guaranty, and any other associated rights, obligations, and

documents, to a reputable financial institution, trust company, receiver, or turnaround manager provided that such assignee is not a Bankruptcy Plan Assignee or Paladin Management Group, LLC (or any of their affiliates, successors, or assigns).

**6.3 No Third-Party Beneficiaries.** Except for the Administrative Agent and Bankruptcy Plan Assignees as provided for in Section 6.2 of this Agreement, nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the Parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

**6.4 Notices.** All notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered personally, mailed by certified mail, postage prepaid, or delivered by an overnight delivery service (with confirmation) to the Parties at the following addresses (or at such other address as a Party may designate by like notice to the other Party):

If to the Partnership, then to:

Jody Easterday, Managing Partner  
3E Properties

Principal address:  
1427 N. 1st Ave.  
Pasco, WA 99301

Mailing Address:  
PO Box 2813  
Pasco, WA 99302

And to counsel:

Michelle Green  
Gatens Green Weidenbach, PLLC  
305 Aplets Way  
Cashmere, WA 98815-1012

And to counsel

Daniel L. Steinberg  
Jordan Ramis  
2 Centerpointe Drive, Suite 600  
Lake Oswego, OR 97035

If to the Easterdays or either of them, then to:

Cody Easterday  
Debby Easterday

830 Bellflower Road  
Mesa, WA 99343

And to counsel:

Jeffrey C. Misley  
Sussman Shank LLP  
1000 SW Broadway, Suite 1400  
Portland, OR 97205

Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the third day after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by overnight delivery service.

**6.5 Amendments.** This Agreement may be amended only by an instrument in writing executed by all the Parties and the Administrative Agent, which writing must refer to this Agreement.

**6.6 Construction.** The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." Every covenant, term and provision of this Agreement is to be construed simply according to its fair meaning and not strictly for or against any Party. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of the intent or interpretation arises, this Agreement must be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

**6.7 Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

**6.8 Electronically Transmitted Signatures.** Electronic transmission of any signed original of this Agreement, and retransmission of any signed electronic transmission, will be the same as delivery of an original of this Agreement.

**6.9 Further Assurances.** Each Party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as the other Party may reasonably request from time to time, to carry out the intent and accomplish the purposes of this Agreement.

**6.10 Time of Essence.** Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

**6.11 Waiver.** Any provision or condition of this Agreement may be waived at any time, in writing, by the Party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

**6.12 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Washington, without regard to conflict-of-laws principles.

**6.13 Attorney Fees.** With respect to any dispute relating to this Agreement, or in the event that a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

**6.14 Injunctive and Other Equitable Relief.** The Parties agree that the remedy at law for any breach or threatened breach by a Party may, by its nature, be inadequate, and that the other Party will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

**6.15 Venue.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be brought against any of the Parties exclusively in the Superior Court of Franklin County, Washington or the United States District Court for the Eastern District of Washington. Each of the Parties consents to the exclusive jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue. THE PARTIES FURTHER WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT.

**6.16 Recitals and Exhibits.** The Recitals and Exhibits referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.

**6.17 Severability.** If any provision of this Agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.

**6.18 Entire Agreement.** This Agreement (including the Recitals and Exhibits to this Agreement) constitutes the entire agreement and understanding of the Parties with

respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the Parties with respect to such subject matter.

**6.19 Expenses.** Each Party will bear each such Party's own expenses in connection with this Agreement and the transactions contemplated in this Agreement.

*[Balance of this page left blank.  
See next page for signatures of Parties.]*



**IN WITNESS WHEREOF**, the Parties have entered into this Agreement effective as of the Effective Date first above written.

**PARTNERSHIP:**

3E PROPERTIES,  
a Washington general partnership

By: \_\_\_\_\_

Name: Jody Easterday

Title: Managing Partner

**EASTERDAYS:**

CODY EASTERDAY,  
an individual

\_\_\_\_\_  
Cody Easterday

DEBBY EASTERDAY,  
an individual

\_\_\_\_\_  
Debby Easterday

**ACKNOWLEDGED AND AGREED  
TO BY ADMINISTRATIVE AGENT:**

GLASSRATNER ADVISORY & CAPITAL GROUP,  
LLC, dba B. RILEY ADVISORY SERVICES,  
as Administrative Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A  
PROMISSORY NOTE**

\$1,819,368.00

[REDACTED], 2022  
Franklin County, Washington

FOR VALUE RECEIVED, 3E PROPERTIES, a Washington general partnership ("Maker"), hereby promises to pay to the order of CODY EASTERDAY and DEBBY EASTERDAY, individuals and husband and wife (collectively, "Holder"), at 830 Bellflower Road, Mesa, WA 99343, or at such other place designated in writing from time to time by Holder and delivered to Maker, the principal amount of One Million, Eight Hundred and Nineteen Thousand, Three Hundred and Sixty-Eight and No/100 Dollars (\$1,819,368.00), together with interest on the unpaid principal balance from the date of this Promissory Note (this "Note") until the unpaid principal balance is paid in full at the rate of four and one-half percent (4.5%) per annum (the "Interest Rate"). Maker shall make to Holder four (4) semi-annual installment payments to be applied to principal (the "Installment Payments") during the term of this Note in the amount of Eighty Thousand Dollars (\$80,000.00) each, with the first Installment Payment due on the date which is the ninetieth (90<sup>th</sup>) day after the date of this Note, the second Installment Payment due on the date which is the two hundred seventieth (270<sup>th</sup>) day after the date of this Note, the third Installment Payment due on the date which is the four hundred fiftieth (450<sup>th</sup>) day after the date of this Note, and the fourth Installment Payment due on the date which is the six hundred thirtieth (630<sup>th</sup>) day after the date of this Note. This Note shall mature on the date which is the second anniversary of the date of this Note (the "Maturity Date"), at which time the entire unpaid principal balance together with all accrued and unpaid interest thereon shall all be immediately due and payable in full. If any amount payable hereunder is not paid when due (without regard to any applicable grace period), whether at stated maturity, by acceleration, or otherwise, such overdue amount shall bear interest at the Interest Rate plus three percent (3.0%) (the "Default Rate").

This Note is made and given in accordance with the terms and provisions of that certain Partnership Interest Liquidation Agreement of even date herewith by and between Maker and Holder (the "Liquidation Agreement"), pursuant to which Maker is liquidating a thirty-three and one-third percent (33 1/3%) partnership interest in Maker (the "Easterday Partnership Interest") owned by Holder. This Note is secured by the certain Partnership Interest Pledge Agreement of even date herewith (the "Pledge Agreement") by and between Maker and Holder, pursuant to which Maker is pledging to Holder the Easterday Partnership Interest as security for performance and payment of all of Maker's obligations and liabilities arising under this Note. In addition to the foregoing, Easterday Farms Produce, Co., a Washington corporation ("Produce"), has entered into that certain Guaranty of even date herewith (the "Produce Guaranty") for the benefit of Holder, pursuant to which Produce has guaranteed the payment when due of all of Maker's obligations arising under this Note

In addition to, and not in lieu of, Holder's exercise of any other rights and remedies Holder may have hereunder or at law or in equity, Holder may, at Holder's

option and without notice to Maker or any other party, accelerate the maturity of the then outstanding principal balance of this Note, to become immediately due and payable in full hereunder, upon the occurrence of any of the following events, each which will be deemed an event of default under this Note (each, an "Event of Default"):

(a) Maker's failure to make any payment within five (5) days after such payment is due under this Note;

(b) The failure of Produce to make any payment within five (5) days after such payment is due under that certain Promissory Note of even date herewith in the original principal amount of \$454,842.00 (the "Produce Promissory Note") and made by Produce for the benefit of Holder (and made and given in connection with that certain Stock Redemption Agreement of even date herewith by and between Produce and Holder pursuant to which Holder is redeeming all of Holder's stock in Produce (the "Stock Redemption Agreement"));

(c) Maker's failure, within ten (10) business days after receipt of written notice from Holder of such failure, to perform any obligation arising under the Liquidation Agreement or the Pledge Agreement; provided, however, notwithstanding the foregoing, if the cure for nonperformance of any such obligation (other than a payment obligation) shall take longer than ten (10) business days to complete, Maker will not be in default hereunder if Maker diligently pursues and completes such cure within twenty (20) business days after receipt of such written notice;

(d) The complete liquidation of Maker or Produce;

(e) An involuntary petition or proceeding pursuant to the Bankruptcy Code or any other applicable law relating to bankruptcy, reorganization, or other relief for debtors is filed or commenced against Maker and is not dismissed, stayed, or vacated within thirty (30) days thereafter or Maker files an answer admitting the jurisdiction of the court and the material allegations of any such involuntary petition;

(f) Maker files a voluntary petition in bankruptcy or seeks to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code or under any state or other federal law granting relief to debtors, whether now or hereafter in effect, or Maker makes an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due;

(g) An order is entered for the appointment of a receiver, liquidator, sequestrator, trustee, custodian, or other officer having similar powers over Maker, or over any property of Maker;

(h) A warrant of attachment, execution, or similar process is issued against any property of Maker;

(i) The sale or other transfer of all or substantially all of the assets of Maker outside the ordinary course of business;

(j) Any reorganization, restructuring or termination of the existence of Maker (except pursuant to the Liquidation Agreement) or Produce (except pursuant to the Stock Redemption Agreement); or

(k) Any change in the partnership structure of Maker or corporate structure of Produce that would reasonably be expected to have a material effect on Maker's or Produce's ability to satisfy their obligations under this Note or the Produce Note.

Except as otherwise expressly provided herein, all payments hereunder (including, but not limited to, the Installment Payments) shall be applied in the following order: first, to all costs and expenses to enforce this Note; second, to all accrued and unpaid interest; third, to principal. All payments hereunder shall be made in immediately available funds in lawful money of the United States. Without limitation of the foregoing, whether or not Holder exercises its right to accelerate the maturity of the then outstanding principal balance of this Note or any other remedies, the entire principal balance and all accrued interest under this Note shall, at the election of Holder, bear interest from the date of any Event of Default at the Default Rate. Such default interest shall be payable on demand.

This Note may be prepaid, in whole or in part, at any time without any prepayment penalty or fee.

Holder's failure or forbearance to exercise any right or remedy given hereunder upon the occurrence of any Event of Default shall not be deemed a waiver of any such term or condition or any subsequent default of the same or any other term or condition set forth herein or therein.

Notwithstanding anything to the contrary herein, the Pledge Agreement, or the Produce Guaranty, upon maturity of this Note, including by acceleration as a result of an Event of Default or on the Maturity Date, Holder may not exercise any of its rights or remedies arising under this Note or otherwise seek to enforce the terms of the Pledge Agreement or Produce Guaranty without providing fifteen (15) business days' prior written notice to Maker and Produce who, upon receipt of any such notice, will have the right to cure during such notice period.

If any suit, action or proceeding is instituted to collect this Note (including, but not limited to, any suit, action or proceeding commenced in any federal bankruptcy court), Holder will be entitled to recover, at trial or on appeal, any sums that the court may adjudge reasonable as attorney fees, in addition to costs and necessary disbursements.

This Note shall be governed by and construed in accordance with the laws of the state of Washington, without regard to conflict-of-laws principles. In the event any suit, action or proceeding is commenced to enforce this Note, such suit, action or proceeding shall be commenced exclusively in the Superior Court of Franklin County, Washington or the United States District Court for the Eastern District of Washington. Each of the

Parties consents to the exclusive jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue. THE PARTIES FURTHER WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS NOTE.

Except as otherwise provided herein, the Pledge Agreement or the Produce Guaranty, Maker waives presentment, demand, protest, notice of protest, acceptance or other notice of non-payment or dishonor, or any other notice, and waives the right to require Holder to pursue any particular remedy as a condition to enforcement of this Note.

Maker warrants and represents that all funds owed under this Note are solely for business or commercial purposes.

Any terms not defined herein shall have the meanings ascribed to them in the Liquidation Agreement.

All notices and other communications under this Note must be in writing and will be deemed to have been given if delivered personally, mailed by certified mail, postage prepaid, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses (or at such other address as a party may designate by like notice to the other party):

If to Maker, then to:

Jody Easterday, Managing Partner  
3E Properties

Principal address:  
1427 N. 1st Ave.  
Pasco, WA 99301

Mailing Address:  
PO Box 2813  
Pasco, WA 99302

And to counsel:

Michelle Green  
Gatens Green Weidenbach, PLLC  
305 Aplets Way  
Cashmere, WA 98815-1012

And to counsel

Daniel L. Steinberg  
Jordan Ramis

2 Centerpointe Drive, Suite 600  
Lake Oswego, OR 97035

If to Holder or either of them, then to:

Cody Easterday  
Debby Easterday  
830 Bellflower Road  
Mesa, WA 99343

And to counsel:

Jeffrey C. Miskey  
Sussman Shank LLP  
1000 SW Broadway, Suite 1400  
Portland, OR 97205

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

**MAKER:**

3E PROPERTIES,  
a Washington general partnership

By:\_\_\_\_\_

Name: Jody Easterday

Title: Managing Partner



## EXHIBIT B PARTNERSHIP INTEREST PLEDGE AGREEMENT

**THIS PARTNERSHIP INTEREST PLEDGE AGREEMENT** (this “Agreement”) is made and entered into effective as of [REDACTED], 2022 (the “Effective Date”), by and between 3E PROPERTIES, a Washington general partnership (“Pledgor”), and CODY EASTERDAY and DEBBY EASTERDAY, individuals and husband and wife (collectively, “Secured Party”), Pledgor and Secured Party are each sometimes individually referred to herein as a “Party” and collectively sometimes referred to herein as the “Parties.”

### RECITALS

A. Pledgor and Secured Party have entered into that certain Partnership Interest Liquidation Agreement of even date herewith (the “Liquidation Agreement”) pursuant to which Pledgor liquidated Secured Party’s thirty-three and one-third percent (33 1/3%) partnership interest in Pledgor (the “Partnership Interest”).

B. In connection with consummating the transactions under the Liquidation Agreement, Pledgor has executed and delivered to Secured Party a Promissory Note of even date herewith in the principal amount of \$1,819,368.00 (the “Note”).

C. In connection with implementing that certain Third Amended Joint Chapter 11 Plan of Liquidation (the “Bankruptcy Plan”) of Easterday Ranches, Inc. and Easterday Farms, in the matter of In re Easterday Ranches, Inc., et al., United States Bankruptcy Court, Eastern District of Washington, Case No. 21-00141-11, Secured Party has assigned (the “Easterday Assignment”) Secured Party’s rights, benefits and interests in, to and arising under the Note, this Agreement, and that certain Guaranty of even date herewith made and entered into by Easterday Farms Produce, Co., a Washington corporation (“Produce”), pursuant to which Produce has guaranteed the payment when due of all of Pledgor’s obligations arising under the Note (the “Produce Guaranty”), to GLASSRATNER ADVISORY & CAPITAL GROUP, LLC, dba B. RILEY ADVISORY SERVICES, acting in its capacity as the Administrative Agent (the “Administrative Agent”), acting for the benefit of Holders of Allowed Tyson Claims and Allowed Segale Claims under the Bankruptcy Plan (the “Bankruptcy Plan Assignees”).

D. As a condition to and inducement for Secured Party entering into the Liquidation Agreement, Pledgor agreed to enter into this Agreement to secure performance and payment of Pledgor’s obligations and liabilities arising under the Note.

### AGREEMENT

**NOW, THEREFORE**, the Parties hereby agree as follows:

#### SECTION 1. GRANT OF SECURITY INTEREST

As security for the full, prompt and complete payment and performance by Pledgor of the Obligations (as defined below), Pledgor hereby pledges and grants to Secured Party a security interest in the Partnership Interest (including all ownership interest therein and profits interests thereof), the certificates representing the Partnership Interest (if any), all cash, securities, increases, options, rights, distributions and profits received therefrom, whether as an addition to, in substitution or exchange for, or on account of, such Partnership Interest, and all products and proceeds of all of the foregoing.

## **SECTION 2. OBLIGATION**

The obligations secured by this Agreement are the obligations and liabilities of Pledgor under the Note and this Agreement and Produce's obligations under the Produce Guaranty, including without limitation the full and prompt payment when due of all principal, interest, fees and expenses accruing under the Note and Pledgor's obligation to timely make all payments when due under the Note (collectively, the "Obligations").

## **SECTION 3. PERFECTION; ASSIGNMENT OF PARTNERSHIP INTEREST**

**3.1 Perfection.** Pledgor will concurrently with execution of this Agreement reflect the fact of this Agreement and the pledge of the Partnership Interest in the books and records of Pledgor. Pledgor hereby authorizes Secured Party and Administrative Agent to take all actions reasonably necessary or appropriate to perfect the security interest granted herein, including without limitation to file a UCC-1 financing statement with the Washington Department of Licensing. On Pledgor's payment and performance in full of all Obligations secured by this Agreement: (i) Administrative Agent will forthwith upon request of Pledgor file a UCC termination with the Washington Department of Licensing, and failing Administrative Agent doing same within ten (10) days after Pledgor's request therefore, Pledgor is hereby authorized to file on behalf and in the name of Secured Party and Administrative Agent, as the case may be, such UCC termination with the Washington Department of Licensing; and (ii) Administrative Agent will promptly execute and deliver to Pledgor such documents and instruments as reasonably requested by Pledgor from time to time to acknowledge and evidence the termination of this Agreement and/or that all estate, right, title and interest in and to the Partnership Interest has reverted to Pledgor.

**3.2 Assignment of Partnership Interest.** In addition to the foregoing, concurrently with execution of this Agreement, Pledgor will execute and deliver to Secured Party (who will deliver to Administrative Agent pursuant to the Easterday Assignment), to be held pending occurrence of an Event of Default and foreclosure or sale proceedings in accordance with this Agreement, an executed in blank Assignment of Partnership Interest in the form attached hereto as Exhibit 1. On Pledgor's payment and performance in full of all Obligations secured by this Agreement, Administrative Agent will promptly return to Pledgor such original executed in blank Assignment of Partnership Interest.

## **SECTION 4. PLEDGOR'S REPRESENTATIONS AND WARRANTIES**

Pledgor represents and warrants to Secured Party that, subject to the accuracy of Secured Party's representations and warranties to Pledgor in the Liquidation Agreement, Pledgor is the owner of the Partnership Interest, free and clear of all liens, security interests, encumbrances, pledges, charges, claims, and restrictions on transfer, except for restrictions imposed by applicable federal and state securities laws. Pledgor's representations and warranties in the Liquidation Agreement are hereby made for the benefit of Secured Party and are incorporated herein as if fully set forth in this Agreement.

## **SECTION 5. COVENANTS OF PLEDGOR WITH RESPECT TO PARTNERSHIP INTEREST**

So long as any portion of the Obligations remain outstanding and unpaid, Pledgor covenants and agrees with Secured Party that:

(a) Pledgor will honor and comply with the terms and conditions of Section 1.4 of the Liquidation Agreement, which are hereby incorporated into and made a part of this Agreement by this reference as if set forth in this Agreement;

(b) Pledgor will not allow or grant any other lien or security interest with respect to the Partnership Interest; and

(c) Pledgor will not transfer or attempt to transfer, whether by sale, gift, or otherwise, any ownership interest in the Partnership without Secured Party's prior written approval.

## **SECTION 6. AUTHORIZED ACTION BY SECURED PARTY; PROXY**

Exercisable only after and during the continuance of an Event of Default (as that term is defined in Section 7 of this Agreement), Pledgor hereby appoints the Secured Party as its attorney-in-fact and grants Secured Party a proxy to exercise the rights and powers that Pledgor might exercise with respect to the Partnership Interest. With respect to voting the Partnership Interest, this section constitutes an irrevocable appointment of a proxy, coupled with an interest, which will continue until all Obligations secured under this Agreement are performed in full.

## **SECTION 7. EVENTS OF DEFAULT**

As used in this Agreement, the term "Event of Default" will have the meaning ascribed to it in the Note. Any occurrence of an Event of Default under the Note shall be deemed an Event of Default under this Agreement.

## **SECTION 8. REMEDIES ON DEFAULT**

On the occurrence of any Event of Default, Secured Party may, in Secured Party's sole discretion, with notice to Pledgor, and in addition to all rights and remedies at law or in equity or otherwise:

- (a) Declare the entire balance of the Note immediately due and payable in full;
- (b) Register in Secured Party's name any or all of the Partnership Interest, and exercise any rights, privileges or options pertaining to such Partnership Interest as if Secured Party were the absolute owner thereof;
- (c) Exercise the Secured Party's proxy rights with respect to all or a portion of the Partnership Interest;
- (d) Sell or otherwise dispose of the Partnership Interest in accordance with Section 9 of this Agreement; and
- (e) Except to the extent inconsistent with any of the terms and conditions of this Agreement, exercise all rights and remedies of a secured party under the Uniform Commercial Code of the state of Washington.

Notwithstanding anything to the contrary in the Note, this Agreement, or the Produce Guaranty, upon maturity of the Note, including by acceleration as a result of an Event of Default or on the Maturity Date (as that term is defined in the Note), Secured Party may not exercise any of its rights or remedies arising under the Note or otherwise seek to enforce the terms of this Agreement or the Produce Guaranty without providing ten (10) business days' prior written notice to Pledgor and Produce who, upon receipt of any such notice, will have the right to cure during such notice period.

## **SECTION 9. SALE ON DEFAULT**

Pledgor acknowledges that the Partnership Interest is a restricted, unregistered equity interest in the Partnership that is difficult to value and for which no public market exists. Pledgor agrees that the Partnership Interest is not subject to sale in a "recognized market" as described in RCW 62A.9A-610(c)(2). Pledgor and Secured Party wish to agree to reasonable standards for conducting a commercially reasonable sale of the Partnership Interest. Without limiting rights and remedies otherwise available to Pledgor, the parties agree that the following provisions will govern the sale of the Partnership Interest on the occurrence of any Event of Default, and compliance with them will satisfy the requirements of a commercially reasonable sale:

- (a) The sale may be either a public sale or a private sale, at Secured Party's discretion, and it may be for all or any portion of the Partnership Interest;
- (b) Secured Party will set a date for public sale of the Partnership Interest, or a date after which a private sale may occur, which date may not be less than fifteen (15) business days after the date that the notice of the sale is given to Pledgor, and Secured

Party will send written notification to Pledgor in advance regarding the date and the time of the public sale or the date after which a private sale may occur;

(c) Any public sale must take place at a site in Franklin County, Washington selected by the Secured Party;

(d) Immediately on request, Pledgor will provide Secured Party with information requested by Secured Party for compliance with state or federal securities laws; and

(e) At any sale of any of the Partnership Interest, Secured Party may restrict the prospective bidders or purchasers to persons or entities who, by certain representations made by them, would render registration of the sale under state or federal securities laws unnecessary.

Except as specifically limited by the foregoing provisions of this Section 9 or by applicable provisions of the Uniform Commercial Code of the State of Washington, Secured Party shall have discretion to manage the sale of the Partnership Interest after an Event of Default in the manner that Secured Party reasonably deems is in its and its beneficiaries' best interests.

## **SECTION 10. MISCELLANEOUS PROVISIONS**

**10.1 Binding Effect.** This Agreement will be binding on and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns.

**10.2 Assignment.** Except as provided below in this Section 10.2, neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by either Party. Notwithstanding the foregoing sentence, the Parties understand and agree that the rights, benefits and interests of Secured Party under the Note, this Agreement and the Produce Guaranty are, concurrent with the parties entering into this Agreement, being assigned and transferred by Secured Party to the Administrative Agent (acting for the benefit of the Bankruptcy Plan Assignees) pursuant to a separate assignment instrument, and Pledgor has consented to such assignment and transfer to the Administrative Agent (acting for the benefit of the Bankruptcy Plan Assignees). Further notwithstanding the foregoing, Administrative Agent may, in connection with an assignment of Administrative Agent's rights and interests under the Note, assign this Agreement and its rights, interests and obligations hereunder to any individual, corporation, company, limited liability company, trust, joint venture, association, partnership, unincorporated organization, governmental authority, or other entity to whom the rights and interests of Administrative Agent under the Note are assigned and transferred.

**10.3 No Third-Party Beneficiaries.** Except for the Administrative Agent and Bankruptcy Plan Assignees as provided for in Section 10.2 of this Agreement, nothing in this Agreement, express or implied, is intended or will be construed to confer on any

person, other than the Parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

**10.4 Notices.** All notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered personally, mailed by certified mail, postage prepaid, or delivered by an overnight delivery service (with confirmation) to the Parties at the following addresses (or at such other address as a Party may designate by like notice to the other Party):

If to Pledgor, then to:

Jody Easterday, Managing Partner  
3E Properties

Principal address:  
1427 N. 1st Ave.  
Pasco, WA 99301

Mailing Address:  
PO Box 2813  
Pasco, WA 99302

And to counsel:

Michelle Green  
Gatens Green Weidenbach, PLLC  
305 Aplets Way  
Cashmere, WA 98815-1012

And to counsel

Daniel L. Steinberg  
Jordan Ramis  
2 Centerpointe Drive, Suite 600  
Lake Oswego, OR 97035

If to Secured Party, then to:

Cody Easterday  
Debby Easterday  
830 Bellflower Road  
Mesa, WA 99343

And to counsel:

Jeffrey C. Misley  
Sussman Shank LLP



1000 SW Broadway, Suite 1400  
Portland, OR 97205

Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the third day after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by overnight delivery service.

**10.5 Amendments.** This Agreement may be amended only by an instrument in writing executed by all the Parties, which writing must refer to this Agreement.

**10.6 Construction.** The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." Every covenant, term and provision of this Agreement is to be construed simply according to its fair meaning and not strictly for or against any Party. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of the intent or interpretation arises, this Agreement must be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

**10.7 Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

**10.8 Electronically Transmitted Signatures.** Electronic transmission of any signed original of this Agreement, and retransmission of any signed electronic transmission, will be the same as delivery of an original of this Agreement.

**10.9 Further Assurances.** Each Party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as the other Party may reasonably request from time to time, to carry out the intent and accomplish the purposes of this Agreement.

**10.10 Time of Essence.** Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

**10.11 Waiver.** Any provision or condition of this Agreement may be waived at any time, in writing, by the Party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

**10.12 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Washington, without regard to conflict-of-laws principles.

**10.13 Attorney Fees.** With respect to any dispute relating to this Agreement, or in the event that a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

**10.14 Injunctive and Other Equitable Relief.** The Parties agree that the remedy at law for any breach or threatened breach by a Party may, by its nature, be inadequate, and that the other Party will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

**10.15 Venue.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be brought against any of the Parties exclusively in the Superior Court of Franklin County, Washington or the United States District Court for the Eastern District of Washington. Each of the Parties consents to the exclusive jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue. THE PARTIES FURTHER WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT.

**10.16 Recitals and Exhibits.** The Recitals and Exhibits referenced in this Agreement and the Liquidation Agreement are part of this Agreement as if fully set forth in this Agreement.

**10.17 Severability.** If any provision of this Agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.

**10.18 Entire Agreement.** This Agreement (including the Recitals and Exhibits to this Agreement) constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the Parties with respect to such subject matter.

**10.19 Expenses.** Each Party will bear each such Party's own expenses in connection with this Agreement and the transactions contemplated in this Agreement.

*[Balance of this page left blank.  
See next page for signatures of Parties.]*

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement effective as of the Effective Date first above written.

**PLEDGOR:**

3E PROPERTIES,  
a Washington general partnership

By: \_\_\_\_\_

Name: Jody Easterday

Title: Managing Partner

**SECURED PARTY:**

CODY EASTERDAY

\_\_\_\_\_

DEBBY EASTERDAY

\_\_\_\_\_

**ACKNOWLEDGED AND AGREED  
TO BY ADMINISTRATIVE AGENT:**

GLASSRATNER ADVISORY & CAPITAL GROUP,  
LLC, dba B. RILEY ADVISORY SERVICES,  
as Administrative Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT 1  
ASSIGNMENT OF PARTNERSHIP INTEREST

1. Assignment. Effective as of the date of this Assignment of Partnership Interest (this "Assignment"), 3E PROPERTIES, a Washington general partnership ("Assignor"), hereby assigns, conveys and transfers to \_\_\_\_\_ ("Assignee"), all of Assignor's right, title and interest in and to a thirty-three and one-third percent (33 1/3%) partnership interest in Assignor.

2. Partnership Interest Liquidation Agreement and Partnership Interest Pledge Agreement. This Assignment is entered into in connection with consummating the transactions contemplated in that certain Partnership Interest Liquidation Agreement dated [REDACTED], 2022 (the "Liquidation Agreement"), by and between Assignor and Cody Easterday and Debby Easterday (the "Easterdays"), and that certain Partnership Interest Pledge Agreement dated [REDACTED], 2022 (the "Pledge Agreement"), by and between Assignor and the Easterdays. This Assignment is subject to all of the terms and conditions of the Liquidation Agreement and Pledge Agreement.

Dated effective as of \_\_\_\_\_, 20\_\_\_\_.

**ASSIGNOR:**

3E PROPERTIES,  
a Washington general partnership

By: \_\_\_\_\_

Name: Jody Easterday

Title: Managing Partner

## **EXHIBIT C GUARANTY**

The undersigned, EASTERDAY FARMS PRODUCE, CO., a Washington corporation ("Guarantor"), hereby unconditionally, absolutely and irrevocably guarantees the full and timely payment and performance of the obligations of 3E PROPERTIES, a Washington general partnership ("Maker"), under that certain Promissory Note dated \_\_\_\_\_, 2022, in the original principal amount of \$1,819,368.00 (the "Note") and made by Maker for the benefit CODY EASTERDAY and DEBBY EASTERDAY, individuals and husband and wife (collectively, "Holder"), including without limitation reasonable fees and expenses of Holder's counsel incurred in connection with enforcement of the Note and any associated security therefor, and including reasonable fees and expenses incurred in connection with enforcement of this Guaranty (collectively the "Obligations"). The liability of Guarantor under this Guaranty shall be irrevocable, absolute, independent, and unconditional, and shall not be affected by any circumstance which might constitute a discharge of a surety or guarantor other than the indefeasible payment in full of all of the Obligations.

Guarantor acknowledges it is receiving direct and indirect benefits in its entry into and performance under this Guaranty (this "Guaranty"), as a result of Guarantor's affiliation with Maker, and Maker's entry into the Note, that certain Partnership Interest Liquidation Agreement of even date herewith (the "Liquidation Agreement") by and between Maker and Holder, and the other related documents contemplated thereby and executed in accordance therewith.

This Guaranty is continuing in nature and applies to all presently existing and future Obligations, until the complete, irrevocable and indefeasible payment and satisfaction in full of the Obligations. This Guaranty is a guaranty of payment and performance and not of collection. Holder shall not be obligated to enforce or exhaust its remedies against Maker or under the Note before proceeding to enforce this Guaranty.

Except as otherwise provided in the Note, the Liquidation Agreement or this Guaranty, Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor and any other notice with respect to any of the Obligations and this Guaranty and any requirement that Holder protect, secure, perfect or insure any lien or any property subject thereto. Guarantor hereby waives any and all suretyship defenses or defenses in the nature thereof without in any manner limiting any other provisions of this Guaranty.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Washington, without regard to conflicts of law principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Guaranty will be brought exclusively in the Superior Court of Franklin County, Washington or the United States District Court for the Eastern District of Washington. Each of the Parties consents to the exclusive jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection



to such venue. THE PARTIES FURTHER WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT.

Capitalized terms used in this Guaranty and not defined herein are used as defined in the Note.

Notwithstanding anything to the contrary herein, in the Note, in the Liquidation Agreement, or in any other related documents contemplated thereby and executed in accordance therewith, upon maturity of the Note, including by acceleration as a result of an Event of Default (as that term is defined in the Note) or on the Maturity Date (as that term is defined in the Note), Holder may not exercise any of its rights or remedies arising under the Note or otherwise seek to enforce the terms of this Guaranty without providing ten (10) business days prior written notice to Maker and Guarantor who, upon receipt of any such notice, will have the right to cure during such notice period.

Dated effective as of \_\_\_\_\_, 2022.

EASTERDAY FARMS PRODUCE, CO.,  
a Washington corporation

By: \_\_\_\_\_  
Jody Easterday, President

**EXHIBIT D**  
**ASSIGNMENT OF PARTNERSHIP INTEREST**

**1. Assignment.** Effective as of the date of this Assignment of Partnership Interest (this "Assignment"), CODY EASTERDAY and DEBBY EASTERDAY, individuals and husband and wife (collectively, "Assignor"), hereby assigns, conveys and transfers to 3E PROPERTIES, a Washington general partnership ("Assignee"), all of Assignor's right, title and interest in and to a thirty-three and one-third percent (33 1/3%) partnership interest in Assignee.

**2. Partnership Interest Liquidation Agreement.** This Assignment is entered into in connection with consummating the transactions contemplated in that certain Partnership Interest Liquidation Agreement of even date herewith (the "Liquidation Agreement") by and between Assignor and Assignee. This Assignment is subject to all of the terms and conditions of the Liquidation Agreement including, but not limited to, the terms and conditions of Section 1.4 of the Liquidation Agreement.

Dated effective as of \_\_\_\_\_, 2022.

**ASSIGNOR:**

CODY EASTERDAY,  
an individual

\_\_\_\_\_  
Cody Easterday

DEBBY EASTERDAY,  
an individual

\_\_\_\_\_  
Debby Easterday

**EXHIBIT E**  
**ASSIGNMENT OF PROMISSORY NOTE, PARTNERSHIP INTEREST**  
**PLEDGE AGREEMENT AND GUARANTY**

**1. Assignment.** Effective as of the date of this Assignment of Promissory Note, Partnership Interest Pledge Agreement and Guaranty (this "Assignment"), CODY EASTERDAY and DEBBY EASTERDAY, individuals and husband and wife (collectively, "Assignor"), hereby assign, convey and transfer to GLASSRATNER ADVISORY & CAPITAL GROUP, LLC, dba B. RILEY ADVISORY SERVICES, acting in its capacity as the Administrative Agent (the "Administrative Agent") for the benefit of Holders of Allowed Tyson Claims and Allowed Segale Claims under that certain Third Amended Joint Chapter 11 Plan of Liquidation of Easterday Ranches, Inc. and Easterday Farms, in the matter of In re Easterday Ranches, Inc., et al., United States Bankruptcy Court, Eastern District of Washington, Case No. 21-00141-11 ("Assignee"), all of Assignor's right, title and interest in and to (a) that certain Promissory Note of even date herewith made by 3E PROPERTIES, a Washington general partnership (the "Partnership"), in the original principal amount of \$1,819,368.00 (the "Note"), (b) that certain Partnership Interest Pledge Agreement of even date by and between the Partnership and Assignor, pursuant to which the Partnership is pledging to the holder of the Note a thirty-three and one-third percent (33 1/3%) partnership interest in the Partnership (the "Partnership Interest Pledge Agreement"), and (c) that certain Guaranty of even date herewith (the "Produce Guaranty"), made by Easterday Farms Produce, Co., a Washington corporation ("Produce"), pursuant to which Produce has guaranteed the obligations of the Partnership arising under the Note. In connection with implementing this Assignment, Assignor hereby consents to the Partnership's delivery of the executed Note, executed Partnership Interest Pledge Agreement and executed Guaranty directly to the Administrative Agent (acting for the benefit of the Assignee).

**2. Payments Under Note; Notice Address.** Assignor and Assignee hereby instruct and direct the Partnership to make all payments under the Note (when due and owing under the Note) directly to and in the name of the Administrative Agent (acting for the benefit of the Assignee) at the following address for the Administrative Agent: [REDACTED]. For purposes of the Notice provisions in the Note and Section 10.4 of the Partnership Interest Pledge Agreement, the Administrative Agent (acting for the benefit of the Assignee) is hereby added as a "notice" party thereunder, and Assignor, Assignee and the Partnership each hereby agree that any and all notice and other communications made or given under the Note and/or the Partnership Interest Pledge Agreement will be sent by each to the other two parties, using in the case of the Administrative Agent the above address for the Administrative Agent.

**3. Partnership Consent to Assignment and Acknowledgement Regarding Note Payments.** The Partnership hereby consents to this Assignment and the assignment, conveyance and transfer to Assignee of all of Assignor's right, title and interest in and to the Note, Partnership Interest Pledge Agreement, and the Produce Guaranty, and acknowledges and agrees to make all payment under the Note to and in the name of the Administrative Agent (acting for the benefit of the Assignee) at the

address set forth in Section 2 of this Assignment, or at such other address designated in writing from time to time by the Administrative Agent and delivered to the Partnership.

**4. Partnership Interest Liquidation Agreement.** This Assignment is entered into in connection with consummating the transactions contemplated in that certain Partnership Interest Liquidation Agreement of even date herewith (the "Liquidation Agreement") by and between Assignor and the Partnership. This Assignment is subject to all of the terms and conditions of the Liquidation Agreement including, but not limited to, the terms and conditions of Section 1.4 of the Liquidation Agreement.

**5. Further Assurances.** Assignor hereby covenants and agrees that it will execute and deliver to Assignee such additional documents, agreements, assignments and instruments as may be reasonably requested by the Administrative Agent to further effectuate and implement the terms and provisions of this Assignment, including, without limitation, the assignments of the Note, the Partnership Interest Pledge Agreement and the Guaranty to Assignee.

**6. Binding Effect.** This Assignment will be binding on and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

**7. Amendments.** This Assignment may be amended only by an instrument in writing executed by all the parties hereto, which writing must refer to this Assignment.

**8 Counterparts.** This Assignment may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same Assignment.

**9. Electronically Transmitted Signatures.** Electronic transmission of any signed original of this Assignment, and retransmission of any signed electronic transmission, will be the same as delivery of an original of this Assignment.

**10. Governing Law.** This Assignment will be governed by and construed in accordance with the laws of the State of Washington, without regard to conflict-of-laws principles.

**11. Venue.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Assignment will be brought exclusively in the Superior Court of Franklin County, Washington or the United States District Court for the Eastern District of Washington. Each of the Parties consents to the exclusive jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue. THE PARTIES FURTHER WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT.

*[Balance of this page left blank.  
See next page for signatures of parties.]*

Dated effective as of \_\_\_\_\_, 2022.

**ASSIGNEE:**

GLASSRATNER ADVISORY & CAPITAL  
GROUP, LLC, dba B. RILEY  
ADVISORY SERVICES,  
as Administrative Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PARTNERSHIP:**

3E PROPERTIES,  
a Washington general partnership

By: \_\_\_\_\_

Name: Jody Easterday

Title: Managing Partner

**ASSIGNOR:**

CODY EASTERDAY,  
an individual

\_\_\_\_\_  
Cody Easterday

DEBBY EASTERDAY,  
an individual

\_\_\_\_\_  
Debby Easterday

**EXHIBIT F  
QUITCLAIM DEED**

Recording requested by and  
after recording return to:

Sussman Shank LLP  
Attn: Jeffrey C. Misley  
1000 SW Broadway, Suite 1400  
Portland, OR 97205

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**QUITCLAIM DEED**

Grantor: Cody Easterday and Debby Easterday, husband and wife; Karen Easterday, a single person; Jody Easterday, a single person; Karen Easterday, Personal Representative of the Estate of Gale A. Easterday (Deceased), Superior Court of the State of Washington, County of Franklin, Case No. 21-4-50004-11

Grantee: 3E Properties, a Washington general partnership

Abbreviated Legal Description: Blocks 13 and 14, Northern Pacific Addition to City of Pasco, Franklin County, Washington

Assessor's Tax Parcel Number(s): 112-021-017

The Grantors, Cody Easterday and Debby Easterday, husband and wife, Karen Easterday, a single person, Jody Easterday, a single person, and Karen Easterday, Personal Representative of the Estate of Gale A. Easterday (Deceased), Superior Court of the State of Washington, County of Franklin, Case No. 21-4-50004-11, for and in consideration of A MERE CHANGE IN IDENTITY (WAC 458-61A211), conveys and quitclaims (including without limitation any after acquired title) to 3E Properties, a Washington general partnership, Grantee, the real property situated in the County of Franklin, State of Washington, and described as follows (the "Property"):

All of Blocks 13 and 14, Northern Pacific Addition to the City of Pasco, according to Plat thereof recorded in Volume B of Plats, Page 60, records of Franklin County, Washington.



SUBJECT TO easements, reservations, restrictions and conditions of record;  
and SUBJECT TO reservation in deed recorded November 14, 1990 under  
Auditor's File No. 475531.

The Grantors constitute all of the current partners of the Grantee. The purpose of this  
Quitclaim Deed is for the partners of the Grantee to confirm ownership of the Property by  
the Grantee pursuant to RCW 25.05.065 by formally placing title of the Property in the  
name of the Grantee.

Dated: \_\_\_\_\_, 2022

**GRANTOR CODY EASTERDAY:**

CODY EASTERDAY

\_\_\_\_\_  
Cody Easterday

STATE OF WASHINGTON            )  
  ) ss.  
County of \_\_\_\_\_ )

On this day personally appeared before me Cody Easterday, to me known to be the  
individual described in and who executed the within and foregoing instrument, and  
acknowledged that he signed the same as his free and voluntary act and deed, for the  
uses and purposes therein mentioned.

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title

My Appointment Expires: \_\_\_\_\_

**GRANTOR DEBBY EASTERDAY:**

DEBBY EASTERDAY

\_\_\_\_\_  
Debby Easterday

STATE OF WASHINGTON            )  
  ) ss.  
County of \_\_\_\_\_ )

On this day personally appeared before me Debby Easterday, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title

My Appointment Expires: \_\_\_\_\_

**GRANTOR KAREN EASTERDAY:**

KAREN EASTERDAY

\_\_\_\_\_  
Karen Easterday

STATE OF WASHINGTON            )  
  ) ss.  
County of \_\_\_\_\_ )

On this day personally appeared before me Karen Easterday, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title

My Appointment Expires: \_\_\_\_\_

**GRANTOR JODY EASTERDAY:**

JODY EASTERDAY

\_\_\_\_\_  
Jody Easterday

STATE OF WASHINGTON       )  
  ) ss.  
County of \_\_\_\_\_ )

On this day personally appeared before me Jody Easterday, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title

My Appointment Expires: \_\_\_\_\_

**GRANTOR ESTATE OF GALE A. EASTERDAY:**

ESTATE OF GALE A. EASTERDAY

By: \_\_\_\_\_  
Karen Easterday,  
Personal Representative

STATE OF WASHINGTON        )  
  ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Karen Easterday is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Personal Representative of the Estate of Gale A. Easterday (Deceased) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title

My Appointment Expires: \_\_\_\_\_

**EXHIBIT B-2**

**PRODUCE STOCK REDEMPTION AGREEMENT**

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## STOCK REDEMPTION AGREEMENT

**THIS STOCK REDEMPTION AGREEMENT** (this "Agreement") is made and entered into effective as of the close of business on [REDACTED], 2022 (the "Effective Date"), by and between EASTERDAY FARMS PRODUCE, CO., a Washington corporation (the "Company"), and CODY EASTERDAY and DEBBY EASTERDAY, individuals and husband and wife (collectively, the "Easterdays"). The Company and the Easterdays are each sometimes individually referred to herein as a "Party" and collectively sometimes referred to herein as the "Parties."

### RECITALS

A. As of the Effective Date, the Easterdays own beneficially and of record five hundred (500) shares of common stock of the Company, representing one-third (1/3<sup>rd</sup>) of the issued and outstanding capital stock of the Company and evidenced by Stock Certificate No. 2 (the "Stock Certificate").

B. Effective as of the close of business on the Effective Date and subject and pursuant to the terms and conditions of this Agreement, the Parties desire to redeem all of the Easterdays' shares (the "Easterday Shares") in the Company (the "Redemption Transaction").

C. Immediately after consummating the Redemption Transaction, the Easterdays will assign and transfer (pursuant to the Easterday Assignment Instrument, as that term is defined in Section 4.2(d) of this Agreement) all of their rights, benefit, interests and obligations in, to and arising under the Promissory Note (as defined below), Stock Pledge Agreement (as defined below) and Partnership Guaranty (as defined below) (collectively, the "Easterday Assignment") to GlassRatner Advisory & Capital Group, LLC, dba B. Riley Advisory Services, acting in its capacity as the Administrative Agent (the "Administrative Agent"), for the benefit of Holders of Allowed Tyson Claims and Allowed Segale Claims (the "Bankruptcy Plan Assignees") under that certain Third Amended Joint Chapter 11 Plan of Liquidation of Easterday Ranches, Inc. and Easterday Farms, in the matter of In re Easterday Ranches, Inc., et al., United States Bankruptcy Court, Eastern District of Washington, Case No. 21-00141-11 (the "Bankruptcy Plan").

### AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration as provided for in this Agreement, the Parties hereby agree as follows:

#### SECTION 1. REDEMPTION OF EASTERDAY SHARES

**1.1 Redemption.** Subject and pursuant to the terms and conditions set forth in this Agreement and effective as of the close of business on the Effective Date, the Company hereby redeems from the Easterdays, and the Easterdays hereby redeem, assign and transfer to the Company, all of the Easterday Shares, free and clear of all

voluntarily given liens, security interests, encumbrances, pledges and restrictions on transfer of any nature whatsoever, except for restrictions regarding marketability imposed by applicable securities laws.

**1.2 Redemption Price.** The total redemption price to be paid by the Company to the Easterdays for redemption of the Easterday Shares is Four Hundred Fifty Four Thousand, Eight Hundred Forty-Two and No/100 Dollars (\$454,842.00) (the "Redemption Price").

**1.3 Payment of Redemption Price.** On the Effective Date, the Company will execute and deliver a Promissory Note, in the form attached hereto as Exhibit A (the "Promissory Note"), pursuant to which the Redemption Price (and interest thereon as provided for in the Promissory Note) will be paid by the Company over time pursuant to the terms of the Promissory Note. There will be no down payment on the Redemption Price at the Closing. In connection with implementing the Easterday Assignment, the Easterdays hereby consent to the Company's delivery of the executed Promissory Note directly to the Administrative Agent (acting on behalf and for the benefit of the Bankruptcy Plan Assignees).

**1.4 Security for Promissory Note; Status of Redeemed Shares.** In order to secure all of the Company's obligations and liabilities arising under the Promissory Note, concurrent with the Parties' execution and delivery of this Agreement, (i) the Company and the Easterdays will execute and deliver a Stock Pledge Agreement, in the form attached hereto as Exhibit B (the "Stock Pledge Agreement"), and (ii) the Company will execute and deliver a Stock Power in blank as provided for in the Stock Pledge Agreement, pursuant to which the Company will pledge to the Easterdays all of the Easterday Shares as collateral for the performance and payment of all of the Company's obligations and liabilities arising under the Promissory Note. In connection with implementing the Easterday Assignment, the Easterdays hereby consent to the Company's delivery of the fully executed Stock Pledge Agreement and the executed Stock Power in blank directly to the Administrative Agent (acting on behalf and for the benefit of the Bankruptcy Plan Assignees). In connection with implementing and enforcing the Company's pledge of the Easterday Shares, and notwithstanding anything to the contrary in this Agreement or the Stock Pledge Agreement, the Parties hereby acknowledge and agree that until the earlier to occur of (a) the Company's payment and satisfaction in full of all obligations and liabilities of the Company arising under the Promissory Note and (b) the occurrence of an Event of Default (as that term is defined in the Stock Pledge Agreement) and either (and pursuant to enforcement of the terms and conditions of the Stock Pledge Agreement) the Administrative Agent (as the assignee under the Easterday Assignment) takes title to the Easterday Shares or a third party takes title to the Easterday Shares, the following shall apply and be in full force and effect: (i) the Easterday Shares will remain in existence solely as treasury shares for purposes of being collateral for payment and performance of the Company's obligations arising under the Promissory Note; and (ii) the Easterday Shares will not have voting rights in the Company. In the event of the occurrence of an Event of Default (as that term is defined in the Stock Pledge Agreement) and either (and pursuant to enforcement of the terms and conditions of the Stock Pledge Agreement) the

Administrative Agent (as the assignee under the Easterday Assignment) takes title to the Easterday Shares or a third party takes title to the Easterday Shares, the Parties hereby acknowledge and agree that the Easterday Shares will automatically be deemed restored to the same equity interest in the Company as existed immediately before the Company's redemption of the Easterday Shares pursuant to this Agreement in all respects and for all purposes effective as of the date either the Administrative Agent (as the assignee under the Easterday Assignment) takes title to the Easterday Shares or a third party takes title to the Easterday Shares, and thereafter the Easterday Shares will in all respects and for all purposes constitute a one-third equity interest in the Company.

**1.5 Partnership Guaranty.** In order to secure the Company's payment obligations arising under the Promissory Note, concurrent with the Parties' execution and delivery of this Agreement, 3E Properties, a Washington general partnership ("the Partnership"), will execute and deliver a Guaranty, in the form attached hereto as Exhibit C (the "Partnership Guaranty"), pursuant to which the Partnership will guarantee the payment when due of all of the Company's obligations arising under the Promissory Note. In connection with implementing the Easterday Assignment, the Easterdays hereby consent to the Company's delivery of the executed Partnership Guaranty directly to the Administrative Agent (acting on behalf and for the benefit of the Bankruptcy Plan Assignees).

## **SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE EASTERDAYS; "AS IS" TRANSACTION; WAIVER AND RELEASE**

**2.1 Representations and Warranties of the Easterdays.** As a material inducement to the Company to enter into this Agreement and redeem the Easterday Shares, the Easterdays hereby make the following representations and warranties to the Company effective as of the Effective Date:

**2.1.1 Title.** The Easterdays have (and on the Company's redemption of the Easterday Shares pursuant to the terms of this Agreement, the Company will have) good and marketable title to the Easterday Shares, free and clear of all voluntarily given liens, security interests, encumbrances, pledges and restrictions on transfer of any kind and nature whatsoever, except for restrictions regarding marketability imposed by applicable federal and state securities laws.

**2.1.2 Enforcement.** This Agreement and the other documents, instruments and agreements contemplated in this Agreement to which the Easterdays are a party (collectively, the "Easterday Related Documents"), when executed and delivered by the parties hereto and thereto, will constitute the legal, valid, and binding obligations of the Easterdays, enforceable against the Easterdays in accordance with their respective terms, except as the enforceability thereof may be limited by the application of bankruptcy, insolvency, moratorium, or similar laws affecting the rights of creditors generally or judicial limits on equitable remedies.

**2.2 "AS IS" Transaction; Waiver and Release.** Except for the representations and warranties of the Easterdays set forth in this Agreement and any of

the Easterday Related Documents, the Company acknowledges and agrees that it is acquiring the Easterday Shares on an “**AS IS**” basis without any kind of representation or warranty of any kind or nature whatsoever, whether expressed or implied. The Company hereby agrees that except for any breach by the Easterdays of any express warranty set for in this Agreement or any of the Easterday Related Documents, the Easterdays have no liability for, and the Company hereby waives any and all claims and releases the Easterdays from and for any and all liability arising from or otherwise related in any way to, any and all aspects whatsoever of the Easterday Shares, the Company and its operations and assets, and the transactions contemplated in this Agreement, whether direct or indirect, absolute or contingent, foreseen or unforeseen, and known or unknown. The Company hereby agrees that the foregoing waiver and release extends to each of the Easterdays and their respective heirs, legal representatives, successors, assigns, agents and representatives.

### **SECTION 3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

As a material inducement to the Easterdays to enter into this Agreement and redeem the Easterday Shares, the Company hereby makes the following representations and warranties to the Easterdays effective as of the Effective Date:

**3.1 Organization; Power.** The Company is a corporation duly organized and legally existing under the laws of the state of Washington, and has all requisite corporate power and authority to enter into this Agreement and the other documents, instruments and agreements contemplated in this Agreement to which the Company is a party (collectively, the “Company Related Documents”) and to perform its obligations under this Agreement and the Company Related Documents.

**3.2 Authorization.** The Company’s execution, delivery, and performance of this Agreement and the Company Related Documents has been duly and validly authorized by all necessary company action of the Company.

**3.3 Enforcement.** This Agreement and the Company Related Documents, when executed and delivered by the parties hereto and thereto, will constitute the legal, valid, and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as enforceability thereof may be limited by the application of bankruptcy, insolvency, moratorium, or similar laws affecting the rights of creditors generally or judicial limits on equitable remedies.

### **SECTION 4. CLOSING**

**4.1 Time, Place, and Manner of Closing.** The closing (the “Closing”) of the transactions contemplated by this Agreement will occur on the Effective Date, concurrently with closing of a number of transactions contemplated by the Bankruptcy Plan. The Closing of the transactions contemplated by this Agreement will occur simultaneously with the Parties’ execution and delivery of this Agreement, the Easterday Related Documents and the Company Related Documents. The Closing will be deemed to occur as of the close of business on the Effective Date.

**4.2 Events of Closing.** At the Closing, the following events will occur:

- (a) The Parties will execute and deliver to each other this Agreement and the Company will redeem all of the Easterday Shares in the Company;
- (b) The Easterdays will deliver to the Company the original executed Stock Certificate evidencing the Easterday Shares;
- (c) The Easterdays will execute and deliver to the Company a Stock Power, in the form attached hereto as Exhibit D;
- (d) The Easterdays, the Company and the Administrative Agent (acting for the benefit of the Bankruptcy Plan Assignees) will execute and deliver to each other an Assignment of Promissory Note, Stock Pledge Agreement and Guaranty, in the form attached hereto as Exhibit E (the "Easterday Assignment Instrument"), to implement and accomplish the Easterday Assignment;
- (e) The Company will execute and deliver to the Administrative Agent (as successor in interest to the Easterdays by the Easterday Assignment, and on behalf and for the benefit of the Bankruptcy Plan Assignees) the Promissory Note (in the form attached hereto as Exhibit A);
- (f) The Company and the Easterdays will execute and deliver to each other and the Administrative Agent (as successor in interest to the Easterdays by the Easterday Assignment, and on behalf and for the benefit of the Bankruptcy Plan Assignees) the Stock Pledge Agreement (in the form attached hereto as Exhibit B) and the Company will execute and deliver to the Administrative Agent (as successor in interest to the Easterdays by the Easterday Assignment, and on behalf and for the benefit of the Bankruptcy Plan Assignees) a Stock Power in blank as provided for in the Stock Pledge Agreement (and set forth as Exhibit 1 to the Stock Pledge Agreement);
- (g) The Parties will cause the Partnership to execute and deliver to the Administrative Agent (as successor in interest to the Easterdays by the Easterday Assignment, and on behalf and for the benefit of the Bankruptcy Plan Assignees) the Partnership Guaranty (in the form attached hereto as Exhibit C);
- (h) The Company will deliver to the Easterdays and the Administrative Agent a copy of the executed shareholder and board of director consent resolutions authorizing the Company to enter into this Agreement and the Company Related Documents and to perform its obligations hereunder and thereunder; and
- (i) The Parties shall execute and deliver such other documents and take such other actions as are necessary or desirable to close the transactions contemplated in this Agreement in accordance with the terms of this Agreement.

**4.3 Consummation of Closing.** All acts, deliveries, and confirmations comprising the Closing, regardless of chronological sequence, will be deemed to occur contemporaneously and simultaneously on the occurrence of the last act, delivery, or confirmation of the Closing and none of such acts, deliveries, or confirmations will be effective unless and until the last of the same shall have occurred. Regardless of when the last act, delivery, or confirmation of the Closing takes place: (i) the redemption of the Easterday Shares in accordance with the terms of this Agreement will be deemed to have occurred as of the close of business on the Effective Date; and (ii) the Easterday Assignment to the Administrative Agent (acting by and on behalf of the Bankruptcy Plan Assignees) of all of the Easterdays' rights, benefit, interests and obligations in, to and arising under the Promissory Note, Stock Pledge Agreement and Partnership Guaranty pursuant to the Easterday Assignment Instrument will be deemed to have occurred immediately after consummation of the Redemption Transaction.

## **SECTION 5. SURVIVAL; INDEMNIFICATION**

**5.1 Survival of Representations and Warranties.** All representations and warranties made in this Agreement, the Easterday Related Documents and the Company Related Documents will survive the Closing of this Agreement, except that any Party to whom a representation or warranty has been made in this Agreement, the Easterday Related Documents and the Company Related Documents will be deemed to have waived any misrepresentation or breach of the representation or warranty if the Party had knowledge of such breach before the Closing. The representations and warranties in this Agreement, the Easterday Related Documents and the Company Related Documents will terminate one (1) year after the Effective Date, and such representations and warranties will thereafter be without force or effect, except for any claim with respect to which written notice has been given to the potential indemnifying Party before such termination date.

### **5.2 Indemnification by the Company.**

**5.2.1 Extent of Indemnification.** The Company hereby agrees to indemnify, defend and hold harmless the Easterdays and their respective heirs, legal representatives, successors, assigns, agents and representatives (collectively, the "Indemnified Parties") from, for and against any and all demands, claims, causes of actions, liabilities, obligations, damages, costs, and expenses, including reasonable attorney fees arising out of or related in any way to any of the following:

(a) Any breach or inaccuracy of any representation or warranty of the Company made in this Agreement or any of the Company Related Documents;

(b) Any failure by the Company to perform any covenant required to be performed by the Company pursuant to this Agreement or any of the Company Related Documents;



(c) Any obligation or liability of the Company which the Easterdays or either of them personally guaranteed (including, but not limited to, any loan or lease); or

(d) Any claim, obligation or liability arising out of or in any related to the operation of the Company's business, whether arising before or after the Effective Date.

**5.2.2 Notice of Claim.** If any claim is asserted against any of the Indemnified Parties that would give rise to a claim by any of the Indemnified Parties against the Company for indemnification under the provisions of this Section 5.3, the Easterdays or either of them will promptly give written notice to the Company concerning such claim and the Company will, at no expense to the Indemnified Parties, defend the claim with legal counsel reasonably acceptable to the Easterdays.

## **SECTION 6. MISCELLANEOUS PROVISIONS**

**6.1 Binding Effect.** This Agreement will be binding on and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns.

**6.2 Assignment.** Except as provided below in this Section 6.2, neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by a Party without the prior written consent of the other Party. Notwithstanding the foregoing sentence, the Parties understand and agree that the rights, benefits and interests of the Easterdays under the Promissory Note, the Stock Pledge Agreement and the Partnership Guaranty are, concurrently with the parties entering into this Agreement, being assigned and transferred by the Easterdays to the Administrative Agent (acting for the benefit of the Bankruptcy Plan Assignees) pursuant to the terms of the Easterday Assignment Instrument, and the Partnership hereby consents to such assignment and transfer to the Administrative Agent. Further notwithstanding the foregoing, the Parties understand and agree that at any time after consummation of the Easterday Assignment, the Administrative Agent may, with the reasonable consent of the Company, assign the Promissory Note, the Stock Pledge Agreement, the Partnership Guaranty, and any other associated rights, obligations, and documents, to a reputable financial institution, trust company, receiver, or turnaround manager provided that such assignee is not a Bankruptcy Plan Assignee or Paladin Management Group, LLC (or any of their affiliates, successors, or assigns).

**6.3 No Third-Party Beneficiaries.** Except for the Administrative Agent and Bankruptcy Plan Assignees as provided for in Section 6.2 of this Agreement, nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the Parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

**6.4 Notices.** All notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered personally, mailed by certified mail, postage prepaid, or delivered by an overnight delivery service (with



confirmation) to the Parties at the following addresses (or at such other address as a Party may designate by like notice to the other Party):

If to the Company, then to:

Easterday Farms Produce, Co.  
Jody Easterday, President

Principal address:  
1427 N. 1st Ave.  
Pasco, WA 99301

Mailing Address:  
PO Box 2813  
Pasco, WA 99302

And to counsel:

Michelle Green  
Gatens Green Weidenbach, PLLC  
305 Aplets Way  
Cashmere, WA 98815-1012

And to counsel

Daniel L. Steinberg  
Jordan Ramis  
2 Centerpointe Drive, Suite 600  
Lake Oswego, OR 97035

If to the Easterdays or either of them, then to:

Cody Easterday  
Debby Easterday  
830 Bellflower Road  
Mesa, WA 99343

And to counsel:

Jeffrey C. Miskey  
Sussman Shank LLP  
1000 SW Broadway, Suite 1400  
Portland, OR 97205

Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the third day after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by overnight delivery service.

**6.5 Amendments.** This Agreement may be amended only by an instrument in writing executed by all the Parties and the Administrative Agent, which writing must refer to this Agreement.

**6.6 Construction.** The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." Every covenant, term and provision of this Agreement is to be construed simply according to its fair meaning and not strictly for or against any Party. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of the intent or interpretation arises, this Agreement must be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

**6.7 Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

**6.8 Electronically Transmitted Signatures.** Electronic transmission of any signed original of this Agreement, and retransmission of any signed electronic transmission, will be the same as delivery of an original of this Agreement.

**6.9 Further Assurances.** Each Party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as the other Party may reasonably request from time to time, to carry out the intent and accomplish the purposes of this Agreement.

**6.10 Time of Essence.** Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

**6.11 Waiver.** Any provision or condition of this Agreement may be waived at any time, in writing, by the Party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

**6.12 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Washington, without regard to conflict-of-laws principles.

**6.13 Attorney Fees.** With respect to any dispute relating to this Agreement, or in the event that a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without

limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

**6.14 Injunctive and Other Equitable Relief.** The Parties agree that the remedy at law for any breach or threatened breach by a Party may, by its nature, be inadequate, and that the other Party will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

**6.15 Venue.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be brought against any of the Parties exclusively in the Superior Court of Franklin County, Washington or the United States District Court for the Eastern District of Washington. Each of the Parties consents to the exclusive jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue. THE PARTIES FURTHER WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT.

**6.16 Recitals and Exhibits.** The Recitals and Exhibits referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.

**6.17 Severability.** If any provision of this Agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.

**6.18 Entire Agreement.** This Agreement (including the Recitals and Exhibits to this Agreement) constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the Parties with respect to such subject matter.

**6.19 Expenses.** Each Party will bear each such Party's own expenses in connection with this Agreement and the transactions contemplated in this Agreement.

*[Balance of this page left blank.  
See next page for signatures of Parties.]*

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement effective as of the Effective Date first above written.

**COMPANY:**

EASTERDAY FARMS PRODUCE, CO.,  
a Washington corporation

By: \_\_\_\_\_

Name: Jody Easterday

Title: President

**EASTERDAYS:**

CODY EASTERDAY,  
an individual

\_\_\_\_\_  
Cody Easterday

DEBBY EASTERDAY,  
an individual

\_\_\_\_\_  
Debby Easterday

**ACKNOWLEDGED AND AGREED  
TO BY ADMINISTRATIVE AGENT:**

GLASSRATNER ADVISORY & CAPITAL GROUP,  
LLC, dba B. RILEY ADVISORY SERVICES,  
as Administrative Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A  
PROMISSORY NOTE**

\$454,842.00

[REDACTED], 2022  
Franklin County, Washington

FOR VALUE RECEIVED, EASTERDAY FARMS PRODUCE, CO., a Washington corporation ("Maker"), hereby promises to pay to the order of CODY EASTERDAY and DEBBY EASTERDAY, individuals and husband and wife (collectively, "Holder"), at 830 Bellflower Road, Mesa, WA 99343, or at such other place designated in writing from time to time by Holder and delivered to Maker, the principal amount of Four Hundred Fifty-Four Thousand, Eight Hundred Forty-Two and No/100 Dollars (\$454,842.00), together with interest on the unpaid principal balance from the date of this Promissory Note (this "Note") until the unpaid principal balance is paid in full at the rate of four and one-half percent (4.5%) per annum (the "Interest Rate"). Maker shall make to Holder four (4) semi-annual installment payments to be applied to principal (the "Installment Payments") during the term of this Note in the amount of Twenty Thousand Dollars (\$20,000.00) each, with the first Installment Payment due on the date which is the ninetieth (90<sup>th</sup>) day after the date of this Note, the second Installment Payment due on the date which is the two hundred seventieth (270<sup>th</sup>) day after the date of this Note, the third Installment Payment due on the date which is the four hundred fiftieth (450<sup>th</sup>) day after the date of this Note, and the fourth Installment Payment due on the date which is the six hundred thirtieth (630<sup>th</sup>) day after the date of this Note. This Note shall mature on the date which is the second anniversary of the date of this Note (the "Maturity Date"), at which time the entire unpaid principal balance together with all accrued and unpaid interest thereon shall all be immediately due and payable in full. If any amount payable hereunder is not paid when due (without regard to any applicable grace period), whether at stated maturity, by acceleration, or otherwise, such overdue amount shall bear interest at the Interest Rate plus three percent (3.0%) (the "Default Rate").

This Note is made and given in accordance with the terms and provisions of that certain Stock Redemption Agreement of even date herewith by and between Maker and Holder (the "Stock Redemption Agreement"), pursuant to which Maker is redeeming from Holder five hundred (500) shares of common stock in Maker (the "Easterday Shares") owned by Holder. This Note is secured by the certain Stock Pledge Agreement of even date herewith by and between Maker and Holder (the "Stock Pledge Agreement"), pursuant to which Maker is pledging to Holder the Easterday Shares as security for performance and payment of all of Maker's obligations and liabilities arising under this Note. In addition to the foregoing, 3E Properties, a Washington general partnership (the "Partnership"), has entered into that certain Guaranty of even date herewith (the "Partnership Guaranty") for the benefit of Holder, pursuant to which the Partnership has guaranteed the payment when due of all of Maker's obligations arising under this Note.

In addition to, and not in lieu of, Holder's exercise of any other rights and remedies Holder may have hereunder or at law or in equity, Holder may, at Holder's option and without notice to Maker or any other party, accelerate the maturity of the

then outstanding principal balance of this Note, to become immediately due and payable in full hereunder, upon the occurrence of any of the following events, each which will be deemed an event of default under this Note (each, an "Event of Default"):

(a) Maker's failure to make any payment within five (5) days after such payment is due under this Note;

(b) The failure of the Partnership to make any payment within five (5) days after such payment is due under that certain Promissory Note of even date herewith in the original principal amount of \$1,819,368.00 (the "Partnership Promissory Note") and made by the Partnership for the benefit of Holder (and made and given in connection with that certain Partnership Interest Liquidation Agreement of even date herewith by and between the Partnership and Holder pursuant to which Holder is liquidating all of Holder's partnership interest in the Partnership (the "Partnership Interest Liquidation Agreement"));

(c) Maker's failure, within ten (10) business days after receipt of written notice from Holder of such failure, to perform any obligation arising under the Stock Redemption Agreement or the Stock Pledge Agreement; provided, however, notwithstanding the foregoing, if the cure for nonperformance of any such obligation (other than a payment obligation) shall take longer than ten (10) business days to complete, Maker will not be in default hereunder if Maker diligently pursues and completes such cure within twenty (20) business days after receipt of such written notice;

(d) The complete liquidation of Maker or the Partnership;

(e) An involuntary petition or proceeding pursuant to the Bankruptcy Code or any other applicable law relating to bankruptcy, reorganization, or other relief for debtors is filed or commenced against Maker and is not dismissed, stayed, or vacated within thirty (30) days thereafter or Maker files an answer admitting the jurisdiction of the court and the material allegations of any such involuntary petition;

(f) Maker files a voluntary petition in bankruptcy or seeks to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code or under any state or other federal law granting relief to debtors, whether now or hereafter in effect, or Maker makes an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due;

(g) An order is entered for the appointment of a receiver, liquidator, sequestrator, trustee, custodian, or other officer having similar powers over Maker, or over any property of Maker;

(h) A warrant of attachment, execution, or similar process is issued against any property of Maker;



(i) The sale or other transfer of all or substantially all of the assets of Maker outside the ordinary course of business;

(j) Any reorganization, restructuring or termination of the existence of Maker (except pursuant to the Stock Redemption Agreement) or the Partnership (except pursuant to the Partnership Interest Liquidation Agreement); or

(k) Any change in the corporate structure of Maker or partnership structure of the Partnership that would reasonably be expected to have a material effect on Maker's or the Partnership's ability to satisfy their obligations under this Note or the Partnership Note.

Except as otherwise expressly provided herein, all payments hereunder (including, but not limited to, the Installment Payments) shall be applied in the following order: first, to all costs and expenses to enforce this Note; second, to all accrued and unpaid interest; third, to principal. All payments hereunder shall be made in immediately available funds in lawful money of the United States. Without limitation of the foregoing, whether or not Holder exercises its right to accelerate the maturity of the then outstanding principal balance of this Note or any other remedies, the entire principal balance and all accrued interest under this Note shall, at the election of Holder, bear interest from the date of any Event of Default at the Default Rate. Such default interest shall be payable on demand.

This Note may be prepaid, in whole or in part, at any time without any prepayment penalty or fee.

Holder's failure or forbearance to exercise any right or remedy given hereunder upon the occurrence of any Event of Default shall not be deemed a waiver of any such term or condition or any subsequent default of the same or any other term or condition set forth herein or therein.

Notwithstanding anything to the contrary herein, the Stock Pledge Agreement, or the Partnership Guaranty, upon maturity of this Note, including by acceleration as a result of an Event of Default or on the Maturity Date, Holder may not exercise any of its rights or remedies arising under this Note or otherwise seek to enforce the terms of the Stock Pledge Agreement or the Partnership Guaranty without providing fifteen (15) business days' prior written notice to Maker and the Partnership who, upon receipt of any such notice, will have the right to cure during such notice period.

If any suit, action or proceeding is instituted to collect this Note (including, but not limited to, any suit, action or proceeding commenced in any federal bankruptcy court), Holder will be entitled to recover, at trial or on appeal, any sums that the court may adjudge reasonable as attorney fees, in addition to costs and necessary disbursements.

This Note shall be governed by and construed in accordance with the laws of the state of Washington, without regard to conflict-of-laws principles. In the event any suit, action or proceeding is commenced to enforce this Note, such suit, action or proceeding

shall be commenced exclusively in the Superior Court of Franklin County, Washington or the United States District Court for the Eastern District of Washington. Each of the Parties consents to the exclusive jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue. THE PARTIES FURTHER WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS NOTE.

Except as otherwise provided herein, the Stock Pledge Agreement or the Partnership Guaranty, Maker waives presentment, demand, protest, notice of protest, acceptance or other notice of non-payment or dishonor, or any other notice, and waives the right to require Holder to pursue any particular remedy as a condition to enforcement of this Note.

Maker warrants and represents that all funds owed under this Note are solely for business or commercial purposes.

Any terms not defined herein shall have the meanings ascribed to them in the Stock Redemption Agreement.

All notices and other communications under this Note must be in writing and will be deemed to have been given if delivered personally, mailed by certified mail, postage prepaid, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses (or at such other address as a party may designate by like notice to the other party):

If to Maker, then to:

Jody Easterday, President  
Easterday Farms Produce, Co.

Principal address:  
1427 N. 1st Ave.  
Pasco, WA 99301

Mailing Address:  
PO Box 2813  
Pasco, WA 99302

And to counsel:

Michelle Green  
Gatens Green Weidenbach, PLLC  
305 Aplets Way  
Cashmere, WA 98815-1012

And to counsel

Daniel L. Steinberg  
Jordan Ramis  
2 Centerpointe Drive, Suite 600  
Lake Oswego, OR 97035

If to Holder or either of them, then to:

Cody Easterday  
Debby Easterday  
830 Bellflower Road  
Mesa, WA 99343

And to counsel:

Jeffrey C. Misley  
Sussman Shank LLP  
1000 SW Broadway, Suite 1400  
Portland, OR 97205

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

**MAKER:**

EASTERDAY FARMS PRODUCE, CO.  
a Washington corporation

By: \_\_\_\_\_

Name: Jody Easterday

Title: President

## **EXHIBIT B STOCK PLEDGE AGREEMENT**

**THIS STOCK PLEDGE AGREEMENT** (this "Agreement") is made and entered into effective as of [REDACTED], 2022 (the "Effective Date"), by and between EASTERDAY FARMS PRODUCE, CO., a Washington corporation ("Pledgor"), and CODY EASTERDAY and DEBBY EASTERDAY, individuals and husband and wife (collectively, "Secured Party"). Pledgor and Secured Party are each sometimes individually referred to herein as a "Party" and collectively sometimes referred to herein as the "Parties."

### **RECITALS**

A. Pledgor and Secured Party have entered into that certain Stock Redemption Agreement of even date herewith (the "Redemption Agreement") pursuant to which Pledgor redeemed from Secured Party, and Secured Party assigned and transferred to Pledgor, five hundred (500) shares of Pledgor's common stock (evidenced by Stock Certificate No. 2) owned by Secured Party (the "Shares").

B. In connection with consummating the transactions under the Redemption Agreement, Pledgor has executed and delivered to Secured Party a Promissory Note of even date herewith in the principal amount of \$454,842.00 (the "Note").

C. In connection with implementing that certain Third Amended Joint Chapter 11 Plan of Liquidation (the "Bankruptcy Plan") of Easterday Ranches, Inc. and Easterday Farms, in the matter of In re Easterday Ranches, Inc., et al., United States Bankruptcy Court, Eastern District of Washington, Case No. 21-00141-11, Secured Party has assigned (the "Easterday Assignment") Secured Party's rights, benefits and interests in, to and arising under the Note, this Agreement, and that certain Guaranty of even date herewith made and entered into by 3E Properties, a Washington general partnership (the "Partnership"), pursuant to which the Partnership has guaranteed the payment when due of all of Pledgor's obligations arising under the Note (the "Partnership Guaranty"), to GLASSRATNER ADVISORY & CAPITAL GROUP, LLC, dba B. RILEY ADVISORY SERVICES, acting in its capacity as the Administrative Agent (the "Administrative Agent"), acting for the benefit of Holders of Allowed Tyson Claims and Allowed Segale Claims under the Bankruptcy Plan (the "Bankruptcy Plan Assignees").

D. As a condition to and inducement for Secured Party entering into the Redemption Agreement, Pledgor agreed to enter into this Agreement to secure performance and payment of Pledgor's obligations and liabilities arising under the Note.

### **AGREEMENT**

**NOW, THEREFORE**, the Parties hereby agree as follows:

#### **SECTION 1. GRANT OF SECURITY INTEREST**

As security for the full, prompt and complete payment and performance by Pledgor of the Obligations (as defined below), Pledgor hereby pledges and grants to Secured Party a security interest in the Shares (including all ownership interest therein and profits interests thereof), the certificates representing the Shares, all cash, securities, increases, options, rights, dividends, distributions and profits received therefrom, whether as an addition to, in substitution or exchange for, or on account of, such Shares, and all products and proceeds of all of the foregoing.

## **SECTION 2. OBLIGATION**

The obligations secured by this Agreement are the obligations and liabilities of Pledgor under the Note and this Agreement and the Partnership's obligations under the Partnership Guaranty, including without limitation the full and prompt payment when due of all principal, interest, fees and expenses accruing under the Note and Pledgor's obligation to timely make all payments when due under the Note (collectively, the "Obligations").

## **SECTION 3. PERFECTION; STOCK POWER IN BLANK**

**3.1 Perfection.** Pledgor will concurrently with execution of this Agreement reflect the fact of this Agreement and the pledge of the Shares in the books and records of Pledgor. Pledgor hereby authorizes Secured Party and Administrative Agent to take all actions reasonably necessary or appropriate to perfect the security interest granted herein, including without limitation to file a UCC-1 financing statement with the Washington Department of Licensing. On Pledgor's payment and performance in full of all Obligations secured by this Agreement: (i) Administrative Agent will forthwith upon request of Pledgor file a UCC termination with the Washington Department of Licensing, and failing Administrative Agent doing same within ten (10) days after Pledgor's request therefore, Pledgor is hereby authorized to file on behalf and in the name of Secured Party and Administrative Agent, as the case may be, such UCC termination with the Washington Department of Licensing; and (ii) Administrative Agent will promptly execute and deliver to Pledgor such documents and instruments as reasonably requested by Pledgor from time to time to acknowledge and evidence the termination of this Agreement and/or that all estate, right, title and interest in and to the Shares has reverted to Pledgor.

**3.2 Stock Power in Blank.** In addition to the foregoing, concurrently with execution of this Agreement, Pledgor will execute and deliver to Secured Party (who will deliver to Administrative Agent pursuant to the Easterday Assignment), to be held pending occurrence of an Event of Default and foreclosure or sale proceedings in accordance with this Agreement, a Stock Power for all of the Shares endorsed by Pledgor in blank, in the form attached hereto as Exhibit 1 (the "Stock Power"). On Pledgor's payment and performance in full of all Obligations secured by this Agreement, Administrative Agent will promptly return to Pledgor such original executed Stock Power.

## **SECTION 4. PLEDGOR'S REPRESENTATIONS AND WARRANTIES**

Pledgor represents and warrants to Secured Party that, subject to the accuracy of Secured Party's representations and warranties to Pledgor in the Redemption Agreement, Pledgor is the owner of the Shares, free and clear of all liens, security interests, encumbrances, pledges, charges, claims, and restrictions on transfer, except for restrictions imposed by applicable federal and state securities laws. Pledgor's representations and warranties in the Redemption Agreement are hereby made for the benefit of Secured Party and are incorporated herein as if fully set forth in this Agreement.

## **SECTION 5. COVENANTS OF PLEDGOR WITH RESPECT TO SHARES**

So long as any portion of the Obligations remain outstanding and unpaid, Pledgor covenants and agrees with Secured Party that:

(a) Pledgor will honor and comply with the terms and conditions of Section 1.4 of the Redemption Agreement, which are hereby incorporated into and made a part of this Agreement by this reference as if set forth in this Agreement;

(b) Pledgor will not allow or grant any other lien or security interest with respect to the Shares; and

(c) Pledgor will not transfer or attempt to transfer, whether by sale, gift, or otherwise, any ownership interest in the Shares without Secured Party's prior written approval.

## **SECTION 6. AUTHORIZED ACTION BY SECURED PARTY; PROXY**

Exercisable only after and during the continuance of an Event of Default (as that term is defined in Section 7 of this Agreement), Pledgor hereby appoints the Secured Party as its attorney-in-fact and grants Secured Party a proxy to exercise the rights and powers that Pledgor might exercise with respect to the Shares. With respect to voting the Shares, this section constitutes an irrevocable appointment of a proxy, coupled with an interest, which will continue until all Obligations secured under this Agreement are performed in full.

## **SECTION 7. EVENTS OF DEFAULT**

As used in this Agreement, the term "Event of Default" will have the meaning ascribed to it in the Note. Any occurrence of an Event of Default under the Note shall be deemed an Event of Default under this Agreement.

## **SECTION 8. REMEDIES ON DEFAULT**

On the occurrence of any Event of Default, Secured Party may, in Secured Party's sole discretion, with notice to Pledgor, and in addition to all rights and remedies at law or in equity or otherwise:



- (a) Declare the entire balance of the Note immediately due and payable in full;
- (b) Register in Secured Party's name any or all of the Shares, and exercise any rights, privileges or options pertaining to such Shares as if Secured Party were the absolute owner thereof;
- (c) Exercise the Secured Party's proxy rights with respect to all or a portion of the Shares;
- (d) Sell or otherwise dispose of the Shares in accordance with Section 9 of this Agreement; and
- (e) Except to the extent inconsistent with any of the terms and conditions of this Agreement, exercise all rights and remedies of a secured party under the Uniform Commercial Code of the state of Washington.

Notwithstanding anything to the contrary in the Note, this Agreement, or the Partnership Guaranty, upon maturity of the Note, including by acceleration as a result of an Event of Default or on the Maturity Date (as that term is defined in the Note), Secured Party may not exercise any of its rights or remedies arising under the Note or otherwise seek to enforce the terms of this Agreement or the Partnership Guaranty without providing ten (10) business days' prior written notice to Pledgor and the Partnership who, upon receipt of any such notice, will have the right to cure during such notice period.

## **SECTION 9. SALE ON DEFAULT**

Pledgor acknowledges that the Shares are restricted, unregistered stock in Pledgor that is difficult to value and for which no public market exists. Pledgor agrees that the Shares are not subject to sale in a "recognized market" as described in RCW 62A.9A-610(c)(2). Pledgor and Secured Party wish to agree to reasonable standards for conducting a commercially reasonable sale of the Shares. Without limiting rights and remedies otherwise available to Pledgor, the parties agree that the following provisions will govern the sale of the Shares on the occurrence of any Event of Default, and compliance with them will satisfy the requirements of a commercially reasonable sale:

- (a) The sale may be either a public sale or a private sale, at Secured Party's discretion, and it may be for all or any portion of the Shares;
- (b) Secured Party will set a date for public sale of the Shares, or a date after which a private sale may occur, which date may not be less than fifteen (15) days after the date that the notice of the sale is given to Pledgor, and Secured Party will send written notification to Pledgor in advance regarding the date and the time of the public sale or the date after which a private sale may occur;

(c) Any public sale must take place at a site in Franklin County, Washington selected by the Secured Party;

(d) Immediately on request, Pledgor will provide Secured Party with information requested by Secured Party for compliance with state or federal securities laws; and

(e) At any sale of any of the Shares, Secured Party may restrict the prospective bidders or purchasers to persons or entities who, by certain representations made by them, would render registration of the sale under state or federal securities laws unnecessary.

Except as specifically limited by the foregoing provisions of this Section 9 or by applicable provisions of the Uniform Commercial Code of the State of Washington, Secured Party shall have discretion to manage the sale of the Shares after an Event of Default in the manner that Secured Party reasonably deems is in its and its beneficiaries' best interests.

## **SECTION 10. MISCELLANEOUS PROVISIONS**

**10.1 Binding Effect.** This Agreement will be binding on and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns.

**10.2 Assignment.** Except as provided below in this Section 10.2, neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by either Party. Notwithstanding the foregoing sentence, the Parties understand and agree that the rights, benefits and interests of Secured Party under the Note, this Agreement and the Partnership Guaranty are, concurrent with the parties entering into this Agreement, being assigned and transferred by Secured Party to the Administrative Agent (acting for the benefit of the Bankruptcy Plan Assignees) pursuant to a separate assignment instrument, and Pledgor has consented to such assignment and transfer to the Administrative Agent (acting for the benefit of the Bankruptcy Plan Assignees). Further notwithstanding the foregoing, Administrative Agent may, in connection with an assignment of Administrative Agent's rights and interests under the Note, assign this Agreement and its rights, interests and obligations hereunder to any individual, corporation, company, limited liability company, trust, joint venture, association, partnership, unincorporated organization, governmental authority, or other entity to whom the rights and interests of Administrative Agent under the Note are assigned and transferred.

**10.3 No Third-Party Beneficiaries.** Except for the Administrative Agent and Bankruptcy Plan Assignees as provided for in Section 10.2 of this Agreement, nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the Parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

**10.4 Notices.** All notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered personally, mailed by certified mail, postage prepaid, or delivered by an overnight delivery service (with confirmation) to the Parties at the following addresses (or at such other address as a Party may designate by like notice to the other Party):

If to Pledgor, then to:

Easterday Farms Produce, Co.  
Jody Easterday, President

Principal address:  
1427 N 1st Ave.  
Pasco, WA 99301

Mailing Address:  
PO Box 2813  
Pasco, WA 99302

And to counsel:

Michelle Green  
Gatens Green Weidenbach, PLLC  
305 Aplets Way  
Cashmere, WA 98815-1012

And to counsel

Daniel L. Steinberg  
Jordan Ramis  
2 Centerpointe Drive, Suite 600  
Lake Oswego, OR 97035

If to Secured Party, then to:

Cody Easterday  
Debby Easterday  
830 Bellflower Road  
Mesa, WA 99343

And to counsel:

Jeffrey C. Misley  
Sussman Shank LLP  
1000 SW Broadway, Suite 1400  
Portland, OR 97205

Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the third day after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by overnight delivery service.

**10.5 Amendments.** This Agreement may be amended only by an instrument in writing executed by all the Parties, which writing must refer to this Agreement.

**10.6 Construction.** The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." Every covenant, term and provision of this Agreement is to be construed simply according to its fair meaning and not strictly for or against any Party. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of the intent or interpretation arises, this Agreement must be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

**10.7 Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

**10.8 Electronically Transmitted Signatures.** Electronic transmission of any signed original of this Agreement, and retransmission of any signed electronic transmission, will be the same as delivery of an original of this Agreement.

**10.9 Further Assurances.** Each Party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as the other Party may reasonably request from time to time, to carry out the intent and accomplish the purposes of this Agreement.

**10.10 Time of Essence.** Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

**10.11 Waiver.** Any provision or condition of this Agreement may be waived at any time, in writing, by the Party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

**10.12 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Washington, without regard to conflict-of-laws principles.

**10.13 Attorney Fees.** With respect to any dispute relating to this Agreement, or in the event that a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

**10.14 Injunctive and Other Equitable Relief.** The Parties agree that the remedy at law for any breach or threatened breach by a Party may, by its nature, be inadequate, and that the other Party will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

**10.15 Venue.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be brought against any of the Parties exclusively in the Superior Court of Franklin County, Washington or the United States District Court for the Eastern District of Washington. Each of the Parties consents to the exclusive jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue. THE PARTIES FURTHER WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT.

**10.16 Recitals and Exhibits.** The Recitals and Exhibits referenced in this Agreement and the Redemption Agreement are part of this Agreement as if fully set forth in this Agreement.

**10.17 Severability.** If any provision of this Agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.

**10.18 Entire Agreement.** This Agreement (including the Recitals and Exhibits to this Agreement) constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the Parties with respect to such subject matter.

**10.19 Expenses.** Each Party will bear each such Party's own expenses in connection with this Agreement and the transactions contemplated in this Agreement.

*[Balance of this page left blank.  
See next page for signatures of Parties.]*

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement effective as of the Effective Date first above written.

**PLEDGOR:**

EASTERDAY FARMS PRODUCE, CO.,  
a Washington corporation

By: \_\_\_\_\_

Name: Jody Easterday

Title: President

**SECURED PARTY:**

CODY EASTERDAY,  
an individual

\_\_\_\_\_  
Cody Easterday

DEBBY EASTERDAY,  
an individual

\_\_\_\_\_  
Debby Easterday

**ACKNOWLEDGED AND AGREED  
TO BY ADMINISTRATIVE AGENT:**

GLASSRATNER ADVISORY & CAPITAL GROUP,  
LLC, dba B. RILEY ADVISORY SERVICES,  
as Administrative Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT 1  
STOCK POWER

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, EASTERDAY FARMS PRODUCE, CO., a Washington corporation (the "Company"), hereby assigns, transfers, and conveys to \_\_\_\_\_ all of the Company's right, title, and interest in and to five hundred (500) shares of the common stock (the "Shares") in the Company, represented by Stock Certificate No. 2, and hereby irrevocably appoints \_\_\_\_\_ as attorney-in-fact to transfer the Shares on the books of the Company with full power of substitution in the premises.

This Stock Power is entered into in connection with consummating the transactions contemplated in that certain Stock Redemption Agreement dated \_\_\_\_\_, 2022 (the "Redemption Agreement"), by and between the Company and Cody Easterday and Debby Easterday (the "Easterdays"), and that certain Stock Pledge Agreement dated \_\_\_\_\_, 2022 (the "Pledge Agreement"), by and between the Company and the Easterdays. This Stock Power is subject to all of the terms and conditions of the Redemption Agreement and Pledge Agreement.

Dated effective as of \_\_\_\_\_, 20\_\_.

EASTERDAY FARMS PRODUCE, CO.,  
a Washington corporation

By: \_\_\_\_\_

Name: Jody Easterday

Title: President



## EXHIBIT C GUARANTY

The undersigned, 3E PROPERTIES, a Washington general partnership ("Guarantor"), hereby unconditionally, absolutely and irrevocably guarantees the full and timely payment and performance of the obligations of EASTERDAY FARMS PRODUCE, CO., a Washington corporation ("Maker"), under that certain Promissory Note dated [REDACTED], 2022, in the original principal amount of \$454,842.00 (the "Note") and made by Maker for the benefit CODY EASTERDAY and DEBBY EASTERDAY, individuals and husband and wife (collectively, "Holder"), including without limitation reasonable fees and expenses of Holder's counsel incurred in connection with enforcement of the Note and any associated security therefor, and including reasonable fees and expenses incurred in connection with enforcement of this Guaranty (collectively the "Obligations"). The liability of Guarantor under this Guaranty shall be irrevocable, absolute, independent, and unconditional, and shall not be affected by any circumstance which might constitute a discharge of a surety or guarantor other than the indefeasible payment in full of all of the Obligations.

Guarantor acknowledges it is receiving direct and indirect benefits in its entry into and performance under this Guaranty (this "Guaranty"), as a result of Guarantor's affiliation with Maker, and Maker's entry into the Note, that certain Stock Redemption Agreement of even date herewith (the "Redemption Agreement") by and between Maker and Holder, and the other related documents contemplated thereby and executed in accordance therewith.

This Guaranty is continuing in nature and applies to all presently existing and future Obligations, until the complete, irrevocable and indefeasible payment and satisfaction in full of the Obligations. This Guaranty is a guaranty of payment and performance and not of collection. Holder shall not be obligated to enforce or exhaust its remedies against Maker or under the Note before proceeding to enforce this Guaranty.

Except as otherwise provided in the Note, the Redemption Agreement or this Guaranty, Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor and any other notice with respect to any of the Obligations and this Guaranty and any requirement that Holder protect, secure, perfect or insure any lien or any property subject thereto. Guarantor hereby waives any and all suretyship defenses or defenses in the nature thereof without in any manner limiting any other provisions of this Guaranty.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Washington, without regard to conflicts of law principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Guaranty will be brought exclusively in the Superior Court of Franklin County, Washington or the United States District Court for the Eastern District of Washington. Each of the Parties consents to the exclusive jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection

to such venue. THE PARTIES FURTHER WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT.

Capitalized terms used in this Guaranty and not defined herein are used as defined in the Note.

Notwithstanding anything to the contrary herein, in the Note, in the Redemption Agreement, or in any other related documents contemplated thereby and executed in accordance therewith, upon maturity of the Note, including by acceleration as a result of an Event of Default (as that term is defined in the Note) or on the Maturity Date (as that term is defined in the Note), Holder may not exercise any of its rights or remedies arising under the Note or otherwise seek to enforce the terms of this Guaranty without providing ten (10) business days prior written notice to Maker and Guarantor who, upon receipt of any such notice, will have the right to cure during such notice period.

Dated effective as of \_\_\_\_\_, 2022.

3E PROPERTIES,  
a Washington general partnership

By: \_\_\_\_\_  
Jody Easterday, Managing Partner

**EXHIBIT D**  
**STOCK POWER**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, CODY EASTERDAY and DEBBY EASTERDAY, individuals and husband and wife (the "Easterdays"), hereby assign, transfer, and convey to EASTERDAY FARMS PRODUCE, CO., a Washington corporation (the "Company"), all of the Easterdays' right, title, and interest in and to five hundred (500) shares of the common stock (the "Easterday Shares") in the Company, represented by Stock Certificate No. 2, and hereby irrevocably appoints Jody Easterday as attorney-in-fact to transfer the Easterday Shares on the books of the Company with full power of substitution in the premises.

This Stock Power is entered into in connection with consummating the transactions contemplated in that certain Stock Redemption Agreement of even date herewith (the "Redemption Agreement"), by and between the Company and the Easterdays. This Stock Power is subject to all of the terms and conditions of the Redemption Agreement.

Dated effective as of the close of business on                     , 2022.

CODY EASTERDAY,  
an individual

\_\_\_\_\_  
Cody Easterday

DEBBY EASTERDAY,  
an individual

\_\_\_\_\_  
Debby Easterday

**EXHIBIT E**  
**ASSIGNMENT OF PROMISSORY NOTE,**  
**STOCK PLEDGE AGREEMENT AND GUARANTY**

**1. Assignment.** Effective as of the date of this Assignment of Promissory Note, Stock Pledge Agreement and Guaranty (this "Assignment"), CODY EASTERDAY and DEBBY EASTERDAY, individuals and husband and wife (collectively, "Assignor"), hereby assign, convey and transfer to GlassRatner Advisory & Capital Group, LLC, dba B. Riley Advisory Services, acting in its capacity as the Administrative Agent (the "Administrative Agent") for the benefit of Holders of Allowed Tyson Claims and Allowed Segale Claims under that certain Third Amended Joint Chapter 11 Plan of Liquidation of Easterday Ranches, Inc. and Easterday Farms, in the matter of In re Easterday Ranches, Inc., et al., United States Bankruptcy Court, Eastern District of Washington, Case No. 21-00141-11 ("Assignee"), all of Assignor's right, title and interest in and to (a) that certain Promissory Note of even date herewith made by EASTERDAY FARMS PRODUCE, CO., a Washington corporation (the "Company"), in the original principal amount of \$454,842.00 (the "Note"), (b) that certain Stock Pledge Agreement of even date by and between the Company and Assignor, pursuant to which the Company is pledging to the holder of the Note five hundred (500) shares of common stock in the Company (the "Stock Pledge Agreement"), and (c) that certain Guaranty of even date herewith (the "Partnership Guaranty"), made by 3E Properties, a Washington general partnership (the "Partnership"), pursuant to which the Partnership has guaranteed the obligations of the Company arising under the Note. In connection with implementing this Assignment, Assignor hereby consents to the Company's delivery of the executed Note, executed Stock Pledge Agreement and executed Partnership Guaranty directly to the Administrative Agent (acting for the benefit of the Assignee).

**2. Payments Under Note; Notice Address.** Assignor and Assignee hereby instruct and direct the Company to make all payments under the Note (when due and owing under the Note) directly to and in the name of the Administrative Agent (acting for the benefit of the Assignee) at the following address for the Administrative Agent: [REDACTED]. For purposes of the Notice provisions in the Note and Section 10.4 of the Stock Pledge Agreement, the Administrative Agent (acting for the benefit of the Assignee) is hereby added as a "notice" party thereunder, and Assignor, Assignee and the Company each hereby agree that any and all notice and other communications made or given under the Note and/or the Stock Pledge Agreement will be sent by each to the other two parties, using in the case of the Administrative Agent the above address for the Administrative Agent.

**3. Company Consent to Assignment and Acknowledgement Regarding Note Payments.** The Company hereby consents to this Assignment and the assignment, conveyance and transfer to Assignee of all of Assignor's right, title and interest in and to the Note, Stock Pledge Agreement, and the Partnership Guaranty, and acknowledges and agrees to make all payment under the Note to and in the name of the Administrative Agent (acting for the benefit of the Assignee) at the address set forth in Section 2 of this Assignment, or at such other address designated in writing from time to time by the Administrative Agent and delivered to the Company.

**4. Stock Redemption Agreement.** This Assignment is entered into in connection with consummating the transactions contemplated in that certain Stock Redemption Agreement of even date herewith (the "Redemption Agreement") by and between Assignor and the Company. This Assignment is subject to all of the terms and conditions of the Redemption Agreement.

**5. Further Assurances.** Assignor hereby covenants and agrees that it will execute and deliver to Assignee such additional documents, agreements, assignments and instruments as may be reasonably requested by the Administrative Agent to further effectuate and implement the terms and provisions of this Assignment, including, without limitation, the assignments of the Note, the Stock Pledge Agreement and the Partnership Guaranty to Assignee.

**6. Binding Effect.** This Assignment will be binding on and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

**7. Amendments.** This Assignment may be amended only by an instrument in writing executed by all the parties hereto, which writing must refer to this Assignment.

**8 Counterparts.** This Assignment may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same Assignment.

**9. Electronically Transmitted Signatures.** Electronic transmission of any signed original of this Assignment, and retransmission of any signed electronic transmission, will be the same as delivery of an original of this Assignment.

**10. Governing Law.** This Assignment will be governed by and construed in accordance with the laws of the State of Washington, without regard to conflict-of-laws principles.

**11. Venue.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Assignment will be brought exclusively in the Superior Court of Franklin County, Washington or the United States District Court for the Eastern District of Washington. Each of the Parties consents to the exclusive jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue. THE PARTIES FURTHER WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT.

*[Balance of this page left blank.  
See next page for signatures of parties.]*

Dated effective as of [REDACTED], 2022.

**ASSIGNEE:**

GLASSRATNER ADVISORY & CAPITAL  
GROUP, LLC, dba  
B. RILEY ADVISORY SERVICES,  
as Administrative Agent

**ASSIGNOR:**

CODY EASTERDAY,  
an individual

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Cody Easterday

DEBBY EASTERDAY,  
an individual

**COMPANY:**

EASTERDAY FARMS PRODUCE, CO.,  
a Washington corporation

\_\_\_\_\_  
Debby Easterday

By: \_\_\_\_\_

Name: Jody Easterday

Title: President

**EXHIBIT C**

**BC 140 LLC SECURED GUARANTY**

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## SECURED GUARANTY

This Secured Guaranty (this “**Guaranty**”), dated as of \_\_\_\_\_, 2022, is made by BC 140, LLC (“**Guarantor**”) in favor of B. Riley Advisors, as Administrative Agent for the benefit of Holders of Allowed Tyson Claims and Allowed Segale Claims (“**Beneficiary**”).

## BACKGROUND

WHEREAS, on July 19, 2022, the United States Bankruptcy Court for the Eastern District of Washington (the “**Bankruptcy Court**”) confirmed the *Modified Third Amended Joint Chapter 11 Plan of Liquidation of Easterday Ranches, Inc. and Easterday Farms* (the “**Bankruptcy Plan**”);<sup>1</sup>

WHEREAS, the Bankruptcy Plan effectuated, among other things, a global settlement among (a) Easterday Ranches, Inc. and Easterday Farms and their chapter 11 estates, (b) Holders of Allowed Tyson Claims, (c) Holders of Allowed Segale Claims, (d) the principals of the Beneficiary, (e) the Official Committee of Unsecured Creditors of Easterday Ranches, Inc., (f) the Official Committee of Unsecured Creditors of Easterday Farms, (g) Cody and Debby Easterday, (h) Karen Easterday, individually and in her capacity as personal representative of the Gale Easterday estate, and (h) certain other entities related to Karen, Cody and Debby Easterday and/or their family members;

WHEREAS, consistent with the global settlement embodied in the Bankruptcy Plan (the “**Global Settlement**”) and pursuant to the Purchase and Sale Agreement, upon the Effective Date of the Bankruptcy Plan, Cody Easterday and Debby Easterday will sell their interests in the Basin City Property to Guarantor in exchange for the Basin City Property Purchase Price;

WHEREAS, as part of the Global Settlement and Bankruptcy Plan, Easterday Dairy, LLC (“**Borrower**”) will execute a promissory note (the “**Note**”) in favor of Administrative Agent, evidencing \$2,169,300.00 owed to Beneficiary by Borrower under the Bankruptcy Plan;

WHEREAS, pursuant to this Guaranty, the Global Settlement, and the Bankruptcy Plan, Guarantor has agreed to guaranty the Note, secured by the collateral defined in Section 11; and

WHEREAS, Guarantor acknowledges it is receiving direct and indirect benefits in its entry into and performance under this Guaranty and the other related documents contemplated by the Bankruptcy Plan.

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<sup>1</sup> A capitalized term used but not defined herein shall have the meaning ascribed to it in the Bankruptcy Plan.

## AGREEMENT

Guarantor agrees as follows:

1. Definitions. Capitalized words not otherwise defined herein shall have the meaning set forth in the Bankruptcy Plan. As used in this Guaranty, the following terms have the following meanings:

“**Person**” means any natural person, corporation, limited liability company, unincorporated organization, partnership, association, joint-stock company, joint venture, trust, or other entity.

“**Obligations**” means Borrower’s payment obligations to Beneficiary under the Note, plus in the Event of Default, all costs, expenses and fees (including the reasonable fees and expenses of Beneficiary's counsel) in any way relating to the enforcement or protection of Beneficiary's rights hereunder. The Obligations specifically do not include any other obligations of Borrower or Guarantor.

2. Guaranty. Guarantor hereby unconditionally, absolutely and irrevocably guarantees the full and timely payment and performance of the Obligations.

3. Liability of Guarantor. The liability of Guarantor under this Guaranty shall be irrevocable, absolute, independent, and unconditional, and shall not be affected by any circumstance which might constitute a discharge of a surety or guarantor other than the indefeasible payment in full of all of the Obligations.

4. Certain Waivers; Acknowledgments. Guarantor further acknowledges and agrees as follows:

(a) Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all presently existing and future Obligations, until the complete, irrevocable and indefeasible payment and satisfaction in full of the Obligations.

(b) This Guaranty is a guaranty of payment and performance and not of collection. Subject to the terms of this Guaranty, Beneficiary shall not be obligated to enforce or exhaust its remedies against Borrower or under the Note before proceeding to enforce this Guaranty.

(c) This Guaranty is a direct guaranty. Beneficiary may resort to Guarantor for payment and performance of the Obligations whether or not Beneficiary shall have resorted to the Mortgages or any collateral for the Obligations or shall have proceeded against Borrower or any other guarantors with respect to the Obligations. Beneficiary may, at Beneficiary's option, proceed against Guarantor and Borrower, jointly and severally, or against Guarantor only without having obtained a judgment against Borrower. Without limitation of the foregoing,

Guarantor waives any suretyship defense or defenses in the nature thereof without in any manner limiting any other provision of this Guaranty.

(d) Subject to as otherwise provided in the Guaranty, Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor and any other notice with respect to any of the Obligations and this Guaranty and any requirement that Beneficiary protect, secure, perfect or insure any lien or any property subject thereto.

(e) Notwithstanding anything contained herein to the contrary, the Obligations of Guarantor shall be limited to the maximum amount so as to not constitute a fraudulent transfer or conveyance for purposes of the United States Bankruptcy Code or any applicable state law or otherwise to the extent applicable to this Guaranty and the Obligations of Guarantor hereunder.

(f) This Guaranty shall continue to be effective or shall be reinstated and revived, as the case may be, if, for any reason, any payment of the Obligations by or on behalf of Borrower or Guarantor (or receipt of any proceeds of collateral) shall be rescinded, invalidated, declared to be fraudulent or preferential, set aside, voided, or otherwise required to be repaid to Borrower or Guarantor, the estate of Borrower, a trustee, a receiver, or any other Person (including under the United States Bankruptcy Code or other state or federal law), or must otherwise be restored by Beneficiary, whether as a result of insolvency proceedings or otherwise. To the extent any payment is so rescinded, set aside, voided, or otherwise repaid or restored, the Obligations shall be revived in full force and effect without reduction or discharge for such payment.

5. No Waiver. No delay or omission on the part of Beneficiary in the exercise of any right or remedy, whether before or after any event of default, shall operate as a waiver of such right or remedy or impair Beneficiary's right to fully and strictly enforce such right or remedy and every other provision of this Guaranty.

6. Payments. Upon the failure of Borrower to pay any of the Obligations upon written demand after the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand, or otherwise (including amounts that would become due but for operation of the automatic stay under Section 362(a) of the United States Bankruptcy Code), or any change that would reasonably be expected to have a material effect on Guarantor's ability to satisfy its obligations under this Guaranty, restructuring or termination or existence of Guarantor or any insolvency, bankruptcy, reorganization or similar proceeding affecting Guarantor or any of its assets or any resulting restructuring, release or discharge of any Obligations, Guarantor shall, within ten (10) business days after receipt of notice from Beneficiary, forthwith pay, or cause to be paid, in cash, to Beneficiary an amount equal to the amount of the Obligations then due.

7. Benefits of Guaranty. This Guaranty is entered into for the sole protection and benefit of Beneficiary and its successors and assigns (including Holders of Allowed Tyson Claims and Holders of Allowed Segale Claims), and no other Person shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with, this Guaranty.

8. Binding Effect; Assignment. This Guaranty shall be binding upon Guarantor and its successors and assigns, and inure to the benefit of, and be enforceable by, Beneficiary and its successors, endorsees, transferees, and assigns. Beneficiary may, upon the reasonable consent of Guarantor, assign its interests, rights, or obligations hereunder to a reputable financial institution, trust company, receiver, or turnaround manager, provided however, that such assignee is not Paladin Management Group, LLC, Tyson Fresh Meats, Inc. or Segale Properties, LLC (or any of their affiliates, successors, or assigns).

9. General. This Guaranty shall be governed by and construed in accordance with the laws of the State of Washington, without regard to conflicts of law principles. Jurisdiction and venue for any action related to this Guaranty will be exclusively in the Bankruptcy Court and Guarantor hereby consents to the exclusive jurisdiction of such court (and to appellate courts therefrom). To the extent the bankruptcy case of In re Easterday Ranches, Inc., et al., Lead Case No. 21-00141-11 is closed, the party seeking to initiate any suit, action, or proceeding related to this Note must file a motion to reopen such bankruptcy case to hear such matter. This Guaranty may be amended or modified only by a written agreement signed by Guarantor and Beneficiary that by its terms expressly supersedes, modifies, amends, or alters this Guaranty. No waiver of any right of Beneficiary under any provision of this Guaranty, or consent to departure by Guarantor therefrom, shall be effective unless in writing and signed by Beneficiary. Any such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose for which given. The headings of the various provisions of this Guaranty are for convenience of reference only, do not constitute a part of this Guaranty, and shall not affect the meaning or construction of any provision of this Guaranty. Any provision of this Guaranty that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Guaranty or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent permitted by applicable law, the parties to this Guaranty waive any provision of law that renders any provision of this Guaranty prohibited or unenforceable in any respect. This Guaranty constitutes the entire agreement of Guarantor and Beneficiary with respect to the matters set forth herein and supersedes any prior agreements, commitments, drafts, communications, discussions, and understandings, oral or written, with respect thereto. There are no conditions to the full effectiveness of this Guaranty. This Guaranty shall be effective upon delivery to Beneficiary, without further act, condition, or acceptance by Beneficiary. Any indebtedness of Borrower now or hereafter held by Guarantor is

hereby subordinated to the Obligations of Borrower to Beneficiary until the Obligations have been indefeasibly paid in full. Guarantor waives all rights Guarantor may have at law or in equity (including, without limitation, any law subrogating any Guarantor to the rights of Beneficiary) to seek contribution, indemnification or any other form of reimbursement from Borrower and any other person now or hereafter primarily or secondarily liable for any of the Obligations for any payment or performance made by Guarantor under or in connection with this Guaranty, unless and until all Obligations of Borrower have been indefeasibly paid in full.

10. Collateral. This Guaranty shall be secured by mortgages on certain real estate owned by Guarantor (“**Mortgages**”). [In the event that AXA Equitable Life Insurance Company does not consent to the Mortgage on the property on which it claims a lien, 100% of the membership interest in BC 140, LLC shall be pledged as alternative collateral.] The Obligations of this Guaranty and the Mortgages and any collateral membership interest pledge are not and shall not be cross-defaulted or cross-collateralized with any other debt or obligations including that certain promissory note, by Karen Easterday in favor of Beneficiary, evidencing \$5,000,000.00 owed to Beneficiary by Karen Easterday in connection with the Bankruptcy Plan.

11. Attorneys’ Fees. If an action is instituted in connection with any controversy arising out of this Guaranty, the prevailing party will be entitled to recover, in addition to costs, reasonable attorneys’ fees, including fees on any appeal.

12. Notices. Any notice, consent, or claim required or permitted to be given under this Guaranty must be in writing and will be deemed to have been given: (a) when personally delivered; (b) three (3) days after deposit in the United States Mail, first class postage prepaid by both first class and certified mail, return receipt requested; or (d) two (2) days after delivery to a recognized national overnight carrier, with overnight shipping charges paid, in each case addressed to such party at the notice address set forth herein.

13. Representations and Warranties. Guarantor represents, warrants and covenants to Beneficiary as follows:

(a) Guarantor has the requisite power and authority to enter into, execute, deliver and carry out this Guaranty and to perform its obligations hereunder and all such actions have been duly authorized by all necessary proceedings.

(b) This Guaranty has been duly executed and delivered by Guarantor and constitutes a legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

(c) Guarantor is fully familiar with all the covenants, terms and conditions of the Note and takes full responsibility for its knowledge and

understanding of Borrower's financial condition. Beneficiary need not provide Guarantor with any present or future information concerning the financial condition of Borrower or any other guarantor, and changes in Borrower's or Guarantor's financial condition shall not affect Guarantor's obligations under this Guaranty.

Guarantor has executed this Guaranty as of the date first above written.

GUARANTOR:

BC 140, LLC

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Notice Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACCEPTED:

B. RILEY ADVISORS, as Administrative  
Agent for the benefit of Holders of Allowed  
Tyson Claims and Allowed Segale Claims

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Notice Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGED AND AGREED:

EASTERDAY DAIRY, LLC, as Borrower

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Notice Address:

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**EXHIBIT D**

**EASTERDAY DAIRY LLC NOTE**

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## EASTERDAY DAIRY PROMISSORY NOTE

\$2,169,300

Kennewick, Washington

\_\_\_\_\_, 2022

1. **PROMISE TO PAY.** The undersigned (“Borrower”) promises to pay to the order of GlassRatner Advisory & Capital Group, LLC, dba B. Riley Advisory Services, Administrative Agent for the benefit of Holders of Allowed Tyson Claims and Allowed Segale Claims (together, “Holder”) the amount of Two Million One Hundred Sixty-Nine Thousand Three Hundred and No/100 Dollars (\$2,169,300.00).

2. **INTEREST.**

A. Simple interest on the outstanding principal balance of this Note will accrue at the rate of 3.0% per annum (the “Interest Rate”) from and after the Effective Date until this Note is paid in full.

B. If any amount payable hereunder is not paid when due (without regard to any applicable grace period), whether at stated maturity, by acceleration, or otherwise, such overdue amount shall bear interest at the Interest Rate plus three percent (3.0%) (the “Default Rate”).

3. **INTERIM PAYMENTS.** No payments of principal or accrued interest shall be due under this Note until the earliest to occur of the maturity or the date of acceleration of this Note in accordance with the terms hereof.

4. **MATURITY.** The entire principal balance, plus all accrued and unpaid interest and all other amounts owing hereunder shall be due and payable upon the earlier to occur of (A) the date of acceleration of this Note in accordance with the terms hereof, and (B) two (2) years after the Effective Date (as defined in the Bankruptcy Plan) of the confirmation of the Third Amended Joint Chapter 11 Plan of Liquidation of Easterday Ranches, Inc. and Easterday Farms, as may be amended and confirmed by the Bankruptcy Court in the United States Bankruptcy Court for the Eastern District of Washington in In re Easterday Ranches, Inc. Case No. 21 00141 11 and In re Easterday Farms, Case No. 21 00176 11 (“Bankruptcy Plan”). All payments under this Note shall be paid to Holder in immediately available United States Funds, at [●] or to such other person or at such other place as Holder may designate in writing. If any payment shall become due on a Saturday, Sunday, or other day on which commercial banks in the State of Washington are authorized or required by law to close, then amounts due on such date shall be due on the immediately following calendar day. Payments may be applied first to accrued and unpaid interest and then to outstanding principal.

5. **PREPAYMENT.** Prepayment may be made in whole or in part at any time without penalty. All payments under this Note shall be applied first to accrued and unpaid interest and then to outstanding principal.

6. **DEFAULT.** The occurrence of either of the following shall constitute an event of default under this Note: (A) if Borrower fails to make any payment within five (5) business days after written notice from Holder that such sum is due and unpaid, or (B) the occurrence of any default or event of default under the Mortgage (as defined below). If Holder engages an attorney for collection, Borrower shall pay Holder's reasonable attorney fees and collection costs incurred after a default, even though no legal proceeding is filed. If a legal proceeding is filed to interpret or enforce this Note, the prevailing party may recover its reasonable and documented attorney fees and collection costs in such proceeding or any appeal thereof, in addition to the costs and disbursements allowed by law.

7. **COLLATERAL.** This note is unsecured as against Borrower. However, it is secured by a guaranty even date herewith from BC 140, LLC, a Washington limited liability company, which guaranty is secured by one or more mortgages on real property of the guarantor in Franklin County, Washington (collectively, the "Mortgage").

8. **EXPENSES.** In the event of a default, Borrower shall reimburse Holder on demand for all reasonable out-of-pocket costs, expenses, and fees, including the reasonable fees and expenses of counsel, incurred by Holder in connection with the enforcement of Holder's rights hereunder.

9. **WAIVERS.** No delay or omission on the part of Holder in the exercise of any right or remedy, whether before or after any event of default, shall operate as a waiver of such right or remedy or impair Holder's right to fully and strictly enforce such right or remedy and every other provision of this Note. Except as expressly provided for in Section 6(a) of this Note, Borrower waives presentment, protest, demand, diligence, notice of dishonor and of nonpayment, and any other notice.

10. **REMEDIES.** In the event of a default under this Note or the Mortgage, Holder may declare the entire principal balance of this Note and all accrued interest immediately due and payable. Without limitation of the foregoing, in the event of a default, Holder may further pursue any other right or remedy provided in this Note, the Mortgage, or as otherwise allowed by law. Whether or not Holder exercises such option to accelerate or any other remedies, the entire principal balance and all accrued interest under this Note shall, at the election of Holder, bear interest from the date of the default at the Default Rate. Such default interest shall be payable on demand. Holder may pursue any such rights or remedies singly, together or successively. Exercise of any such right or remedy shall not be deemed an election of remedies. Failure to exercise any right or remedy shall not be deemed a waiver of any existing or subsequent default, or a waiver of any such right or remedy.

11. **SUCCESSORS AND ASSIGNS.** This Note shall be binding upon Borrower and upon her successors and assigns, and shall inure to the benefit of Holder and its successors and assigns. This Note may, upon reasonable consent of Borrower, be assigned or transferred by Holder to any individual, corporation,

company, limited liability company, trust, joint venture, association, partnership, unincorporated organization, governmental authority, or other entity, provided however, that such assignee is not Paladin Management Group, LLC, Tyson Fresh Meats, Inc. or Segale Properties, LLC (or any of their affiliates, successors, or assigns). Borrower shall not assign or attempt to assign this Note or any of the respective rights, duties, or obligations under this Note without Holder's prior written consent, in its sole discretion.

12. ADDRESS CHANGES. Borrower shall notify Holder in writing of any change in Borrower's address.

13. GOVERNING LAW. This Note shall be governed by the laws of the State of Washington.

14. VENUE. Jurisdiction and venue for any suit, action, or proceeding related to this Note shall exclusively be in the United States Bankruptcy Court for the Eastern District of Washington and Borrower hereby consents and agrees to the exclusive jurisdiction of such court (and of the appropriate appellate courts) in any such suit, action or proceeding and waives any objection to such venue. To the extent the bankruptcy case of In re Easterday Ranches, Inc., et al., Lead Case No. 21-00141-11 is closed, the party seeking to initiate any suit, action, or proceeding related to this Note must file a motion to reopen such bankruptcy case to hear such matter.

15. MISCELLANEOUS. Borrower warrants and represents that this Note represents part of a settlement and compromise of a business dispute. Time is of the essence for purposes of this Note and the Mortgage.

16. ATTORNEYS' FEES. If an action is instituted in connection with any controversy arising out of this Note, the prevailing party will be entitled to recover, in addition to costs, reasonable attorneys' fees, including fees on any appeal.

17. ORAL AGREEMENTS. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER THE LAWS OF THE STATE OF WASHINGTON.

BORROWER:

Easterday Dairy, LLC, a Washington limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT E**

**KAREN EASTERDAY SECURED NOTE**

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## SECURED PROMISSORY NOTE

\$5,000,000.00

Kennewick, Washington

\_\_\_\_\_, 2022

1. **PROMISE TO PAY.** The undersigned (“Borrower”) promises to pay to the order of GlassRatner Advisory & Capital Group, LLC, dba B. Riley Advisory Services, Administrative Agent for the benefit of Holders of Allowed Tyson Claims and Allowed Segale Claims (together, “Holder”) the amount of Five Million and No/100 Dollars (\$5,000,000.00).

2. **INTEREST.**

- A. Simple interest on the outstanding principal balance of this Note will accrue at the rate of 3.0% per annum (the “Interest Rate”) from and after the Effective Date until this Note is paid in full.
- B. If any amount payable hereunder is not paid when due (without regard to any applicable grace period), whether at stated maturity, by acceleration, or otherwise, such overdue amount shall bear interest at the Interest Rate plus three percent (3.0%) (the “Default Rate”).

3. **INTERIM PAYMENTS.** No payments of principal or accrued interest shall be due under this Note until the earliest to occur of the maturity or the date of acceleration of this Note in accordance with the terms hereof.

4. **MATURITY.** The entire principal balance, plus all accrued and unpaid interest and all other amounts owing hereunder shall be due and payable upon the earlier to occur of (A) the date of acceleration of this Note in accordance with the terms hereof, and (B) two (2) years after the Effective Date (as defined in the Bankruptcy Plan) of the confirmation of the Third Amended Joint Chapter 11 Plan of Liquidation of Easterday Ranches, Inc. and Easterday Farms, as may be amended and confirmed by the Bankruptcy Court in the United States Bankruptcy Court for the Eastern District of Washington in In re Easterday Ranches, Inc. Case No. 21 00141 11 and In re Easterday Farms, Case No. 21 00176 11 (“Bankruptcy Plan”). All payments under this Note shall be paid to Holder in immediately available United States Funds, at \_\_\_\_\_ or to such other person or at such other place as Holder may designate in writing. If any payment shall become due on a Saturday, Sunday, or other day on which commercial banks in the State of Washington are authorized or required by law to close, then amounts due on such date shall be due on the immediately following calendar day. Payments may be applied first to accrued and unpaid interest and then to outstanding principal.

5. PREPAYMENT. Prepayment may be made in whole or in part at any time without penalty. All payments under this Note shall be applied first to accrued and unpaid interest and then to outstanding principal.

6. DEFAULT. The occurrence of either of the following shall constitute an event of default under this Note: (A) if Borrower fails to make any payment within five (5) business days after written notice from Holder that such sum is due and unpaid, or (B) the occurrence of any default or event of default under the Mortgage (as defined below). If Holder engages an attorney for collection, Borrower shall pay Holder's reasonable attorney fees and collection costs incurred after a default, even though no legal proceeding is filed. If a legal proceeding is filed to interpret or enforce this Note, the prevailing party may recover its reasonable and documented attorney fees and collection costs in such proceeding or any appeal thereof, in addition to the costs and disbursements allowed by law.

7. COLLATERAL. This Note is secured by a mortgage of even date herewith on real property of Borrower in Franklin County, Washington (the "Mortgage").

8. EXPENSES. In the event of a default, Borrower shall reimburse Holder on demand for all reasonable out-of-pocket costs, expenses, and fees, including the reasonable fees and expenses of counsel, incurred by Holder in connection with the enforcement of Holder's rights hereunder.

9. WAIVERS. No delay or omission on the part of Holder in the exercise of any right or remedy, whether before or after any event of default, shall operate as a waiver of such right or remedy or impair Holder's right to fully and strictly enforce such right or remedy and every other provision of this Note. Except as expressly provided for in Section 6(a) of this Note, Borrower waives presentment, protest, demand, diligence, notice of dishonor and of nonpayment, and any other notice.

10. REMEDIES. In the event of a default, Holder may declare the entire principal balance of this Note and all accrued interest immediately due and payable. Without limitation of the foregoing, in the event of a default, Holder may further pursue any other right or remedy provided in this Note, the mortgage securing this Note, or as otherwise allowed by law. Whether or not Holder exercises such option to accelerate or any other remedies, the entire principal balance and all accrued interest under this Note shall, at the election of Holder, bear interest from the date of the default at the Default Rate. Such default interest shall be payable on demand. Holder may pursue any such rights or remedies singly, together or successively. Exercise of any such right or remedy shall not be deemed an election of remedies. Failure to exercise any right or remedy shall not be deemed a waiver of any existing or subsequent default, or a waiver of any such right or remedy.

11. SUCCESSORS AND ASSIGNS. This Note shall be binding upon Borrower and upon her successors and assigns, and shall inure to the benefit of



Holder and its successors and assigns. This Note may, upon reasonable consent of Borrower, be assigned or transferred by Holder to any individual, corporation, company, limited liability company, trust, joint venture, association, partnership, unincorporated organization, governmental authority, or other entity, provided however, that such assignee is not Paladin Management Group, LLC, Tyson Fresh Meats, Inc. or Segale Properties, LLC (or any of their affiliates, successors, or assigns). As provided further in the Mortgage, Borrower shall not assign or attempt to assign this Note or the Mortgage or any of the respective rights, duties, or obligations under this Note or the Mortgage without Holder's prior written consent, in its sole discretion.

12. ADDRESS CHANGES. Borrower shall notify Holder in writing of any change in Borrower's address.

13. GOVERNING LAW. This Note shall be governed by the laws of the State of Washington.

14. VENUE. Jurisdiction and venue for any suit, action, or proceeding related to this Note shall exclusively be in the United States Bankruptcy Court for the Eastern District of Washington and Borrower hereby consents and agrees to the exclusive jurisdiction of such court (and of the appropriate appellate courts) in any such suit, action or proceeding and waives any objection to such venue. To the extent the bankruptcy case of In re Easterday Ranches, Inc., et al., Lead Case No. 21-00141-11 is closed, the party seeking to initiate any suit, action, or proceeding related to this Note must file a motion to reopen such bankruptcy case to hear such matter.

15. MISCELLANEOUS. Borrower warrants and represents that this Note represents part of a settlement and compromise of a business dispute. Time is of the essence for purposes of this Note and the Mortgage.

16. ATTORNEYS' FEES. If an action is instituted in connection with any controversy arising out of this Note, the prevailing party will be entitled to recover, in addition to costs, reasonable attorneys' fees, including fees on any appeal.

17. ORAL AGREEMENTS. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER THE LAWS OF THE STATE OF WASHINGTON.

BORROWER:

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Karen Easterday

**EXHIBIT F**

**ADMINISTRATIVE AGENT AGREEMENT**

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## ADMINISTRATIVE AGENCY AGREEMENT

This **ADMINISTRATIVE AGENCY AGREEMENT** (this “**Agreement**”) dated as of July \_\_\_, 2022, is entered into by and among Tyson Fresh Meats, Inc. (“**Tyson**”) and Segale Properties LLC (“**Segale**”) (collectively the “**Secured Creditors**”), and GlassRatner Advisory & Capital Group, LLC, dba B. Riley Advisory Services, in its capacity as Administrative Agent for the Secured Creditors (the “**Administrative Agent**” and, with the Secured Creditors, the “**Parties**”).

### RECITALS

A. On February 1, 2021, Easterday Ranches, Inc. (“**Ranches**”) filed a voluntary chapter 11 bankruptcy petition in the United States Bankruptcy Court for the Eastern District of Washington (the “**Bankruptcy Court**”), Case No. 21-00141, and on February 8, 2021, Easterday Farms (“**Farms**”) filed a voluntary chapter 11 bankruptcy petition in the Bankruptcy Court, Case No. 21-00176. The two cases (the “**Bankruptcy Cases**”) are jointly administered in the Bankruptcy Court under Case No. 21-00141. Farms and Ranches are collectively referred to herein as the “**Debtors**.”

B. On or about March 3, 2022, the Debtors, the Secured Creditors, certain of the Easterday Parties (as defined below), and others entered into that certain Global Settlement Term Sheet dated such date (the “**Global Settlement Term Sheet**”), containing the economic and certain other provisions respecting a global settlement of numerous disputes among the parties thereto and other persons, and forming the basis for a consensual plan of reorganization to resolve the Bankruptcy Cases.

C. On May 11, 2022, the Debtors filed their Third Amended Joint Plan of Liquidation of Easterday Ranches, Inc. and Easterday Farms (as it may be amended or supplemented in accordance with its terms, the “**Plan**”), embodying among other things the provisions of the Global Settlement Term Sheet.

D. On July \_\_\_, 2022, the Bankruptcy Court entered its Order Confirming Third Amended Joint Plan of Liquidation.

E. Concurrently with the date of this Agreement, the Effective Date (as defined therein) of the Plan occurred.

F. Pursuant to the Plan, various of the Easterday Parties have executed and delivered to the Administrative Agent the Note Documents and Security Documents (each as defined below) for the benefit of the Secured Creditors.

G. The Security Documents, among other things, grant to the Administrative Agent on behalf of the Secured Creditors a security interest in, and a lien on, certain real and personal property of the Easterday Parties and proceeds thereof (collectively, the “**Collateral**”), securing the Easterday Parties’ obligations under the Note Documents (the “**Obligations**”).

H. The Parties enter into this Agreement to, among other things, set forth their understandings and agreements regarding the Secured Creditors’ respective rights and priorities with respect to the Note Documents, the Security Documents, and the Collateral and any proceeds

thereof, and to clarify the authority and obligations of the Administrative Agent with respect to the foregoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the mutual covenants and promises set forth herein, each of the Parties agrees as follows:

## **SECTION I. DEFINITIONS; INTERPRETATION.**

**1.01 Definitions.** Unless otherwise indicated in this Agreement or any of the Security Documents or Note Documents, each term set forth in Exhibit A, when used in this Agreement or any of the Security Documents or Note Documents, shall have the respective meaning given to that term in Exhibit A.

**1.02 Headings.** Headings in this Agreement are for convenience of reference only and are not part of the substance hereof or thereof.

**1.03 Construction.** This Agreement is the result of negotiations among, and has been reviewed by, each of the Secured Creditors, the Administrative Agent and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all parties hereto and no ambiguity shall be construed in favor of or against any Secured Creditor or the Administrative Agent.

## **SECTION II. COLLATERAL AND REMEDIES.**

**2.01 Priority of Liens.** The Administrative Agent and each of the Secured Creditors hereby agree that the security interests and liens granted to the Administrative Agent under the Security Documents and the Note Documents, and any claims of the Administrative Agent or Secured Creditors to proceeds in respect of title insurance or other insurance policies shall be treated, as among the Secured Creditors, as having equal priority and shall at all times be shared by the Secured Creditors as provided herein regardless of any claim or defense (including any claims under the fraudulent transfer, preference or similar avoidance provisions of applicable bankruptcy, insolvency or other applicable Governmental Rules affecting the rights of creditors generally) to which the Administrative Agent or any Secured Creditor may be entitled or subject.

**2.02 Custody of Collateral.** If any Secured Creditor acquires custody, control or possession of any Collateral other than any proceeds thereof distributed to such Secured Creditor pursuant to the terms of this Agreement, then such Secured Creditor shall (a) immediately notify the other Secured Creditor and the Administrative Agent and (b) promptly cause such Collateral to be delivered to, or put in the custody, possession or control of, the Administrative Agent for disposition or distribution in accordance with the provisions of this Agreement. Until such time as the provisions of part (b) of the immediately preceding sentence have been complied with, such Secured Creditor shall be deemed to hold such Collateral in trust for the parties entitled thereto under this Agreement.

**2.03 Triggering Notice.** Notwithstanding anything to the contrary contained in this Agreement or any document executed in connection with any of the Obligations, the Administrative Agent, unless it shall have actual knowledge thereof, shall not be deemed to have

any knowledge of any Triggering Event (as defined below) unless and until it shall have received written notice from any Easterday Party or any Secured Creditor describing such Triggering Event in reasonable detail (including, to the extent known, the date of occurrence of the same) (each such notice to be referred to herein as a **“Triggering Notice”**). If the Administrative Agent receives a Triggering Notice, the Administrative Agent shall deliver copies thereof to all Secured Creditors (other than the Secured Creditors that executed the applicable Triggering Notice). As used herein, the term **“Triggering Event”** means (a) the occurrence and continuation of a Bankruptcy Proceeding (as defined below) with respect to any of the Easterday Parties, (b) any principal or interest payable under the Note Documents is not paid when due and any applicable grace period has expired, (c) any unpaid principal amount of any of the Obligations has been declared to be then due and payable prior to the due date as a result of an Event of Default or has not been paid at the final maturity thereof, or (d) there is any other material Event of Default. As used herein, the term **“Bankruptcy Proceeding”** means, with respect to any Person, a general assignment by such Person for the benefit of its creditors, or the institution by or against such Person of any proceeding seeking relief as debtor, or seeking to adjudicate such Person as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment or composition of such Person or its debts, under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for such Person or for any substantial part of its property.

**2.04 Enforcement of Remedies.** Upon the occurrence and during the continuance of any Triggering Event, the Administrative Agent shall, subject to the other provisions of this Agreement, take such action with respect to such Triggering Event as shall be directed by all of the Secured Creditors acting together (a **“Direction Notice”**). Upon receipt by the Administrative Agent of a Direction Notice, the Administrative Agent shall seek to enforce the Security Documents and/or the Note Documents that are the subject of the Direction Notice and to realize upon the Collateral in accordance with such Direction Notice; provided, however, that the Administrative Agent shall not be obligated to follow any Direction Notice if the Administrative Agent reasonably determines on the basis of an opinion of counsel that such Direction Notice is in conflict with any provisions of any applicable Governmental Rule, this Agreement, or any of the relevant Security Documents or Note Documents. The Administrative Agent shall not, under any circumstances, be liable to any Secured Creditor, the Easterday Parties, or any other Person for following a Direction Notice, except as set forth in paragraph 4.01, below.

**2.05 Remedies of the Secured Creditors.** Unless otherwise consented to in writing by all of the Secured Creditors, no Secured Creditor, individually or together with any other Secured Creditor, shall have the right to, nor shall it, exercise or enforce any of the rights, powers or remedies which the Administrative Agent is authorized to exercise or enforce under this Agreement, or any of the Security Documents or Note Documents.

### **SECTION III. DISTRIBUTION OF PROCEEDS.**

#### **3.01 Cash Collateral Account.**

(a) The Administrative Agent shall establish a cash collateral account at \_\_\_\_\_ Bank in the name of the Administrative Agent into which the Proceeds (as defined below) shall be deposited and from which only the Administrative Agent may effect

withdrawals (the “**Cash Collateral Account**”). Such amounts shall be held by the Administrative Agent in the Cash Collateral Account and shall be distributed from time to time by the Administrative Agent in accordance with Section 3.02.

(b) The following proceeds, payments and amounts (collectively, the “**Proceeds**”) shall be deposited and held by the Administrative Agent in the Cash Collateral Account and shall be distributed from time to time by the Administrative Agent in accordance with Section 3.02:

- (i) any payments made on account of the Note Documents;
- (ii) any proceeds of any collection, recovery, receipt, appropriation, realization or sale of any or all of the Collateral through the enforcement of the Security Documents received by the Administrative Agent or any Secured Creditor (including without limitation, payments or proceeds in respect of title insurance policies insuring the Administrative Agent or any of the Secured Creditors); and
- (iii) any amounts distributable under the Plan to the Secured Creditors on account of releases of reserves or for any other reason, except for the initial distributions to all Ranches creditors in accordance with the Plan.

Each Secured Creditor agrees to deliver any Proceeds it may receive to the Administrative Agent within three (3) Business Days after receipt of such Proceeds. Until such time as the provisions of the immediately preceding sentence have been complied with, such Secured Creditor shall be deemed to hold such Proceeds in trust for the parties entitled thereto under this Agreement.

**3.02 Distribution of Proceeds.** The Administrative Agent shall distribute the Proceeds which are held in the Cash Collateral Account in accordance with the following priorities:

first, to the Administrative Agent in payment of any reasonable fees and expenses that are then due to the Administrative Agent, as disclosed to and approved by the Secured Creditors;

second, to a reserve for reasonably foreseeable fees and expenses anticipated to be incurred by the Administrative Agent within the next ninety (90) days, in amounts estimated by the Administrative Agent and approved by the Secured Creditors;

third, to the appropriate Secured Creditor(s) in payment of any and all amounts owed to such Secured Creditor(s) for reimbursement of any fees and expenses related to the enforcement or preservation of any rights or remedies of the Secured Creditors or the Administrative Agent paid by them to the Administrative Agent, it being understood that the Secured Creditors are not entitled to reimbursement of their own attorneys’ fees incurred in connection with this Agreement except to the extent such attorneys’ fees are (a) incurred in enforcement proceedings in which the Administrative Agent is not directly involved or (b) approved by all Secured Creditors;

fourth, to the Secured Creditors in proportion to their Pro Rata Shares.

The Administrative Agent shall make such distributions as promptly as reasonably practicable after the deposit of any Proceeds into the Cash Collateral Account and in any event within ten (10) Business Days of receipt thereof.

**SECTION IV. THE ADMINISTRATIVE AGENT AND RELATIONS AMONG SECURED CREDITORS.**

**4.01 Appointment, Powers and Immunities.** Each Secured Creditor hereby appoints and authorizes the Administrative Agent to act as its agent hereunder, under the Security Documents and the Note Documents, with such powers as are expressly delegated to the Administrative Agent by the terms of this Agreement, the Security Documents, and the Note Documents, together with such other powers as are reasonably incidental thereto. The Administrative Agent shall not have any duties or responsibilities except those expressly set forth in this Agreement or any of the Security Documents or Note Documents, and shall have no authority except to the extent set forth in this Agreement or any of the Security Documents or Note Documents. No implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist respecting the Administrative Agent. Notwithstanding anything to the contrary contained herein, the Administrative Agent shall not be required to take any action which is contrary to this Agreement or any applicable Governmental Rule. The Administrative Agent shall not be responsible to any Secured Creditor, nor shall any Secured Creditor be liable to another Secured Creditor, for (a) the execution, effectiveness, genuineness, validity, perfection, enforceability, collectability, value or sufficiency of the Collateral, the Security Documents, or the Note Documents, (b) any representations, warranties, recitals or statements made by any of the Easterday Parties, or (c) ascertaining or inquiring as to (i) the performance or observance by the Easterday Parties of any of the terms, conditions, provisions, covenants or agreements contained in the Security Documents or Note Documents or (ii) the existence or possible existence of any Event of Default under the Security Documents or Note Documents. Neither the Administrative Agent nor any of its directors, officers, employees or agents shall be responsible to any Secured Creditor for any action taken or omitted to be taken by it or them hereunder or under any of the Security Documents or Note Documents or in connection herewith or therewith, except for its or their own gross negligence or willful misconduct.

**4.02 Reliance by the Administrative Agent.** The Administrative Agent shall be entitled to rely upon:

(a) any certificate, notice or other document believed by it in good faith to be genuine and correct and to have been signed or sent by or on behalf of the proper Person or Persons,

(b) the written direction of the Secured Creditors, (i) signed by all Secured Creditors or (ii) signed by Tyson certifying that such direction has been approved by all Secured Creditors, and

(c) advice and statements of legal counsel, independent accountants and other experts selected by the Administrative Agent with reasonable care.



As to any other matters not expressly provided for by this Agreement, the Administrative Agent shall not be required to take any action or exercise any discretion, but shall be required to act or to refrain from acting upon instructions of the Secured Creditors and shall in all cases be fully protected by the Secured Creditors in acting, or in refraining from acting, hereunder or under any of the Security Documents or Note Documents in accordance with the instructions of the Secured Creditors.

Nothing herein shall preclude the Administrative Agent or any Secured Creditor from requesting the guidance of the Bankruptcy Court or other judicial guidance in accordance with Section 5.08.

**4.03 Administrative Agent Compensation, Fees and Expenses.** The Administrative Agent shall not be obliged to expend its own funds in performing its obligations under this Agreement. Each Secured Creditor hereby agrees to pay its Pro Rata Share of any unpaid fees and expenses incurred by the Administrative Agent pursuant to this Agreement, within ten (10) Business Days after receipt of a written demand for payment thereof from the Administrative Agent, which demand shall be made not more frequently than monthly. Such fees and expenses shall include hourly compensation for personnel employed by the Administrative Agent at rates disclosed to and reasonably approved by the Secured Creditors.

**4.04 Indemnification by the Secured Creditors of the Administrative Agent.** Each Secured Creditor hereby ratably, on the basis of its Pro Rata Share, agrees to indemnify the Administrative Agent and its past and present officers, directors, shareholders, employees, agents, attorneys and Affiliates acting as such (collectively, “**Secured Creditor Indemnitees**”) for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted against the Secured Creditor Indemnitees, or any of them, in any way relating to or arising out of this Agreement, or any of the Security Documents or Note Documents; provided, however, that no Secured Creditor shall be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of any Secured Creditor Indemnitees. The Administrative Agent shall be fully justified in refusing to take or to continue to take any action under this Agreement, or any of the Security Documents or Note Documents unless it shall first be indemnified to its reasonable satisfaction by the Secured Creditors against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any action under this Agreement or any of the Security Documents or Note Documents. Upon receiving knowledge of any suit, claim or demand asserted by a third party that the Administrative Agent believes is covered by this indemnity, the Administrative Agent shall give the Secured Creditors notice of the matter and an opportunity to defend it, at the Secured Creditors’ sole cost and expense, with legal counsel reasonably satisfactory to the Administrative Agent. The Administrative Agent may also request that the Secured Creditors defend the matter. Any failure or delay of the Administrative Agent to notify the Secured Creditors of any such suit, claim or demand shall not relieve the Secured Creditors of their obligations under this Section 4.04 but shall reduce such obligations to the extent of any increase in those obligations caused solely by an unreasonable failure to provide, or delay in providing, such notice.

**4.05 Non-Reliance.** Each Secured Creditor represents that it has, independently and without reliance on the Administrative Agent or any other Secured Creditor, and based on such documents and information as it has deemed appropriate, made its own

determination respecting the financial condition and affairs of the Easterday Parties and its own decision to enter into this Agreement and the Security Documents and Note Documents, and agrees that it will, independently and without reliance upon the Administrative Agent or any other Secured Creditor, and based on such documents and information as it shall deem appropriate at the time, continue to make its own decisions and determinations in taking or not taking action under this Agreement, the Security Documents, and the Note Documents. Except for notices, reports and other documents and information expressly required to be furnished to the Secured Creditors by the Administrative Agent or any Secured Creditors hereunder, neither the Administrative Agent nor any Secured Creditor shall have any duty or responsibility to provide any Secured Creditor with any credit or other information concerning the Easterday Parties or the Collateral that may come into the possession of the Administrative Agent, such Secured Creditor or their respective Affiliates.

**4.06 Resignation or Removal of the Administrative Agent.** The Administrative Agent may resign at any time by giving forty-five (45) days' notice thereof to the Secured Creditors, and the Administrative Agent may be removed at any time with or without cause (and with or without prior notice) by the Secured Creditors acting together. Upon any such resignation or removal, the Secured Creditors shall have the right to appoint a successor Administrative Agent. If no successor Administrative Agent shall have been appointed by the Secured Creditors and shall have accepted such appointment within forty-five (45) days after the retiring Administrative Agent's giving of notice of resignation or the Secured Creditors' removal of the retiring Administrative Agent, then the retiring Administrative Agent may appoint a successor Administrative Agent. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. After any retiring Administrative Agent's resignation or removal hereunder as Administrative Agent, the provisions of this Section 4 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Administrative Agent.

**4.07 Authorization.** Each Secured Creditor hereby authorizes the Administrative Agent to (a) execute, deliver and perform each of the Security Documents and Note Documents to which the Administrative Agent is or is intended to be a party, and (b) subject to the other terms and provisions hereof (including without limitation the provisions respecting required directions from the Secured Creditors), exercise and enforce any or all rights, powers and remedies provided to the Administrative Agent or any Secured Creditor by any Security Document, any Note Document, this Agreement, any applicable Governmental Rule, or any other document, instrument or agreement.

**4.08 Representations and Warranties of the Secured Creditors.** Each Secured Creditor represents and warrants to the Administrative Agent and each other Secured Creditor that: (a) such Secured Creditor is a corporation, limited liability company, or other entity duly organized, validly, existing and in good standing under the laws of its jurisdiction of formation; (b) the execution, delivery and performance by such Secured Creditor of this Agreement are within the power of such Secured Creditor and have been duly authorized by all necessary actions on the part of such Secured Creditor; and (c) this Agreement has been or will be

duly executed and delivered by such Secured Creditor and constitutes or will constitute a legal, valid and binding obligation of such Secured Creditor, enforceable against it in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally.

**4.09 Representations and Warranties of the Administrative Agent** . The Administrative Agent represents and warrants to each Secured Creditor that: (a) the Administrative Agent is a corporation, limited liability company, or other entity duly organized, validly, existing and in good standing under the laws of its jurisdiction of formation; (b) the execution, delivery and performance by the Administrative Agent of this Agreement are within the power of the Administrative Agent and have been duly authorized by all necessary actions on the part of the Administrative Agent; and (c) this Agreement has been or will be duly executed and delivered by the Administrative Agent and constitutes or will constitute a legal, valid and binding obligation of the Administrative Agent, enforceable against it in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally.

**4.10 Intercreditor Notice Provisions**. Each of the Secured Creditors agrees to give the Administrative Agent and each of the other Secured Creditors copies of any notice of the occurrence or existence of any Event of Default given by or on behalf of such Secured Creditor to any Easterday Party, but any Secured Creditor's failure to do so shall not affect the validity of such notice as to the Easterday Party or such Secured Creditor's rights under this Agreement.

**4.11 Budget; Reporting**. Prior to the commencement of each calendar quarter, the Administrative Agent shall prepare and provide to the Secured Creditors a proposed quarterly budget covering anticipated activities for the quarter. In addition, the Administrative Agent shall provide the Secured Creditors periodic reports, in form and content reasonably acceptable to the Secured Creditors, disclosing in reasonable detail the activity undertaken, and receipts and disbursements, by the Administrative Agent during such period. Such reports shall be provided at least quarterly or more frequently if requested by the Secured Creditors.

## **SECTION V. MISCELLANEOUS**

**5.01 Third Party Beneficiaries**. Nothing expressed in or to be implied from this Agreement is intended to give, or shall be construed to give, any Person (including the Easterday Parties), other than the Secured Creditors and the Administrative Agent, their permitted successors and assigns hereunder and the indemnitees referred to in Section 4.04 hereof, any benefit or legal or equitable right, remedy or claim under or by virtue of this Agreement or under or by virtue of any provision herein.

**5.02 Notices**. All notices and other communications provided for herein, (including any modifications of, or waivers or consents under this Agreement) shall be sent by (a) personal delivery, (b) email or other recognized means of electronic transmission, or (c) a recognized overnight delivery service (with charges prepaid), in each case to the intended recipient at the email address or address for notices, as applicable, specified on the signature pages of this Agreement, or at such other email address or address as may be designated by such Party in a notice complying with the provisions of this Section sent to each other Party. Except as otherwise

provided in this Agreement, all such notices and other communications shall be deemed to have been duly given at the time reflected in the delivery receipt customary for such means of transmission.

**5.03 Amendments; Waivers.** Any term, covenant, agreement or condition of this Agreement may be amended or waived only if such amendment or waiver is in writing and is signed by all of the Secured Creditors and the Administrative Agent. Any term, covenant, agreement or condition of any of the Security Documents or Note Documents may be amended or waived only if such amendment or waiver is in writing and is approved by all of the Secured Creditors, the Administrative Agent, and, if required, by the appropriate Easterday Party.

**5.04 Releases of Collateral.** The parties hereto agree that the Administrative Agent shall release all or any portion of the Collateral only upon the receipt by the Administrative Agent of a written approval from the Secured Creditors stating that such Secured Creditors have approved the release of all or such portion of the Collateral as is specified in such notice. Upon receipt of such written approval, the Administrative Agent shall execute and deliver such releases of its security interest in, or lien on, such Collateral to be released, and provide a copy of such releases to each of the Secured Creditors.

**5.05 Successors and Assigns.**

(a) **Binding Effect.** This Agreement, the Security Documents, and the Note Documents shall be binding upon and inure to the benefit of the Secured Creditors and the Administrative Agent and their respective successors and permitted assigns. Any purported assignment that does not comply with this Section 5.05 shall be null and void. Subject to the foregoing limitations, all references in this Agreement to any Person shall be deemed to include all successors and permitted assigns of such Person.

(b) **Assignments.** The Administrative Agent shall have no right to assign its rights and obligations hereunder, provided that nothing herein affects the Administrative Agent's right to resign in accordance with Section 4.06. No Secured Creditor shall have the right to assign its rights and obligations hereunder without the written consent of all Secured Creditors, provided that any Secured Creditor may assign its rights and obligations to any wholly owned or controlled Affiliate so long as all rights and obligations are assigned to such Affiliate.

**5.06 Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together will constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

**5.07 GOVERNING LAW.** EXCEPT TO THE EXTENT THE BANKRUPTCY CODE IS FOUND TO GOVERN THIS AGREEMENT, THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF WASHINGTON APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THE STATE OF WASHINGTON, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS.

**5.08 Dispute Resolution.** In the event of any dispute respecting this Agreement, whether relating to indemnity provisions, distributions made (or not made) from the Cash

Collateral Account, directions (or lack of directions) from the Secured Creditors, or otherwise, the Parties will initially seek to have such dispute resolved by the Bankruptcy Court. Should the Bankruptcy Court decline to exercise jurisdiction over such dispute, or be found to lack jurisdiction to entertain such dispute, the Parties will seek to have such dispute resolved by a Federal or state court of competent jurisdiction located within Seattle, King County, Washington. Each of the Parties hereby consents to personal jurisdiction of each such court, and waives any defense based on *forum nonconveniens* or similar doctrine with respect to any action commenced in accordance with this Section. For the avoidance of doubt, any instance in which the Administrative Agent desires the guidance of the Bankruptcy Court or other judicial guidance, or any instance in which a Secured Creditor desires to take or refrain from taking any particular action hereunder without the consent of all Secured Creditors, shall be deemed a “dispute” for purposes of this Section.

**5.09 Partial Invalidity.** If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any applicable Governmental Rule of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the Governmental Rules of any other jurisdiction shall in any way be affected or impaired thereby.

*[signature pages follow]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first set forth above.

**GLASSRATNER ADVISORY & CAPITAL  
GROUP, LLC, dba B. RILEY ADVISORY  
SERVICES,**  
as the Administrative Agent

By: \_\_\_\_\_

Name:

Title:

*Address for notices:*

B. Riley Advisors

Attn:

Email:

Phone:

**TYSON FRESH MEATS, INC.,**  
as a Secured Creditor

By: \_\_\_\_\_

Name:

Title:

*Address for notices:*

Tyson Fresh Meats, Inc.  
c/o Tyson Foods  
2200 W. Don Tyson Parkway  
Springdale, AR 72762  
Attn: Gordon McGrath, Vice President and  
Associate General Counsel  
Email: [gordon.mcgrath@tyson.com](mailto:gordon.mcgrath@tyson.com)  
Phone: (479) 290-4076

*With a copy to:*

Perkins Coie LLP  
1201 Third Avenue  
Seattle, WA 98101  
Attn: Alan D. Smith and Bradley Cosman  
Email: [adsmith@perkinscoie.com](mailto:adsmith@perkinscoie.com)  
[bcosman@perkinscoie.com](mailto:bcosman@perkinscoie.com)  
Phone: (206) 359-8410  
(602) 351-8205



**SEGALE PROPERTIES LLC,**  
as a Secured Creditor

By: \_\_\_\_\_

Name:

Title:

*Address for notices:*

Segale Properties LLC

Attn:

Email:

Phone:

*With a copy to:*

Cairncross & Hempleman

524 Second Avenue, Suite 500

Seattle, WA 98104

Attn: John Rizzardi and Jennifer Faubion

Email: [jrizzardi@cairncross.com](mailto:jrizzardi@cairncross.com)

[jfaubion@cairncross.com](mailto:jfaubion@cairncross.com)

Phone: (206) 254-4444

(206) 254-4430

**Acknowledgement and Consent of Easterday Parties**

The undersigned hereby acknowledge and consent to the foregoing Administrative Agency Agreement:

**Karen Easterday**

**Easterday Dairy, LLC**

**BC 140, LLC**

\_\_\_\_\_

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

**Jody Easterday**

**3E Properties**

**Easterday Farms Produce Co.**

\_\_\_\_\_

By \_\_\_\_\_  
Name: Jody Easterday  
Title: General Partner

By \_\_\_\_\_  
Name: Jody Easterday  
Title:

## **Schedule 1**

### **Note Documents and Security Documents**

The term “Note Documents” means:

1. Secured Promissory Note of even date herewith executed by Karen Easterday in favor of the Administrative Agent in the original principal amount of \$5,000,000.00 (the “Karen Easterday Secured Note”).
2. Promissory Note of even date herewith executed by Easterday Dairy LLC in favor of the Administrative Agent in the original principal amount of \$2,169,300.00 (the “Easterday Dairy LLC Note”)
3. Secured Guaranty of even date herewith executed by BC 140 LLC in favor of the Administrative Agent, guaranteeing Easterday Dairy LLC’s obligations under the Easterday Dairy LLC Note (the “BC 140 LLC Secured Guaranty”).
4. Secured Promissory Note of even date herewith executed by 3E Properties and Easterday Farms Produce Co., jointly and severally, in favor of the Administrative Agent, in the original principal amount of \$2,274,210.00 (the “3E-Produce Secured Note”).
5. Any other guaranties or evidences of indebtedness executed by any of the Easterday Parties or their successors or Affiliates after the date hereof in favor of the Administrative Agent pursuant to the terms of this Agreement, the Security Documents, or the other Note Documents.

In each case, as the same may be amended, restated, supplemented or otherwise modified from time to time.

The term “Security Documents” means:

6. Deed of Trust executed by Karen Easterday in favor of the Administrative Agent, securing the Karen Easterday Secured Note, encumbering certain real property located in Franklin County, Washington, comprised of a home and approximately 800 acres of adjacent farmland, commonly referred to as the Karen Easterday homestead.
7. First Deed of Trust executed by BC 140 LLC in favor of the Administrative Agent, securing the BC 140 LLC Secured Guaranty, encumbering certain real property located in Franklin County, Washington, comprised of approximately \_\_\_\_\_ acres of previously unencumbered farmland, commonly referred to as a portion of Basin City farm.

8. [Junior Deed of Trust executed by BC 140 LLC in favor of the Administrative Agent, securing the BC 140 LLC Secured Guaranty, encumbering certain real property located in Franklin County, Washington, comprised of approximately \_\_\_\_\_ acres of farmland subject to a senior deed of trust in favor of AXA Equitable Life Insurance Company, commonly referred to as a portion of Basin City farm.]
9. [Pledge Agreement executed by Karen Easterday in favor of the Administrative Agent, securing the BC 140 LLC Secured Guaranty, encumbering 100% of the membership interests in BC 140 LLC.]
10. Pledge Agreement executed by Jody Easterday in favor of the Administrative Agent, securing the 3E-Produce Secured Note, encumbering a 33% interest in 3E Properties.
11. Pledge Agreement executed by Jody Easterday in favor of the Administrative Agent, securing the 3E-Produce Secured Note, encumbering a 33% interest in Easterday Farms Produce Co.
12. Any other guaranties or security instruments executed by the Easterday Parties or their successors or Affiliates after the date hereof in favor of the Administrative Agent pursuant to the terms of this Agreement, the other Security Documents, or the Note Documents.

In each case, as the same may be amended, restated, supplemented or otherwise modified from time to time.

## Exhibit A

### Glossary

“Administrative Agent” shall have the meaning given to that term in the Preamble.

“Affiliates” means, with respect to any Person, (a) each Person that, directly or indirectly, owns or controls, whether beneficially or as a trustee, guardian or other fiduciary, five percent (5%) or more of any class of equity securities of such Person, (b) each Person that controls, is controlled by or is under common control with such Person or any Affiliate of such Person or (c) each of such Person’s officers, directors, joint venturers and partners; provided, however, that in no case shall the Administrative Agent or any Secured Creditor be deemed to be an Affiliate of any Easterday Party for purposes of this Agreement. For the purpose of this definition, “control” of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

“Bankruptcy Code” means Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*

“Bankruptcy Court” shall have the meaning given to that term in the Recitals.

“Business Day” means any day on which commercial banks in Seattle, Washington are not authorized or required to close.

“Cash Collateral Account” shall have the meaning given to that term in Section 3.01(a).

“Collateral” shall have the meaning given to that term in the Recitals.

“Direction Notice” shall have the meaning given to that term in Section 2.05.

“Easterday Parties” means Karen Easterday; Easterday Dairy LLC; BC 140, LLC; Jody Easterday; 3E Properties; and Easterday Farms Produce Co.

“Event of Default” shall mean any failure by any Easterday Party to pay or perform any of the Obligations when due under the terms of the Note Documents, or any other event or condition constituting a default or “Event of Default” as defined therein or in the Security Documents if the effect of such event or condition is to cause, or permit any Secured Creditor under such Note Document or Security Document to cause, Obligations thereunder to become due prior to the stated date of maturity, an early termination thereof or similar event, in any case, after the expiration of any grace or cure period.

“Governmental Authority” means any domestic or foreign national, state or local government, any political subdivision thereof, any department, agency, authority or bureau of any of the foregoing, or any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Governmental Authorization” means any permit, license, registration, approval, finding of suitability, authorization, plan, directive, order, consent, exemption, waiver, consent order or consent decree of or from, or notice to, action by or filing with, any Governmental Authority.

“Governmental Rule” means any law, rule, regulation, ordinance, order, code interpretation, judgment, decree, directive, Governmental Authorization guidelines, policy or similar form of decision of any Governmental Authority.

“Note Documents” shall have the meaning given to that term in Schedule 1.

“Obligations” shall have the meaning given to that term in the Recitals.

“Party” or “Parties” shall have the meaning given to those terms in the Preamble.

“Person” means and includes an individual, a partnership, a corporation (including a business trust), a joint stock company, an unincorporated association, a limited liability company, a joint venture, a trust or other entity or a Governmental Authority.

“Pro Rata Share” means the following:

For Tyson	97.0906%
For Segale	2.9094%

“Proceeds” shall have the meaning given to that term in Section 3.01(b).

“Ranches” shall have the meaning given to that term in the Recitals.

“Secured Creditors” shall have the meaning given to that term in the Recitals.

“Security Documents” shall have the meaning given to that term in Schedule 1.

“Segale” shall have the meaning given to that term in the Preamble.

“Triggering Event” shall have the meaning given to that term in Section 2.03.

“Triggering Notice” shall have the meaning given to that term in Section 2.03.

“Tyson” shall have the meaning given to that term in the Preamble.

DOCS\_SF:107599.1

**EXHIBIT G**

**PLAN ADMINISTRATOR AGREEMENT**

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## PLAN ADMINISTRATOR AGREEMENT

This Plan Administrator Agreement (the “Agreement”) is made as of \_\_\_\_\_, 2022 by and among EASTERDAY RANCHES, INC. (“Ranches”) and EASTERDAY FARMS, a Washington general partnership (“Farms,” and together, the “Debtors”), and SETH R. FREEMAN of GLASSRATNER ADVISORY & CAPITAL GROUP, LLC DBA B. RILEY FINANCIAL SERVICES (“Plan Administrator,” and together with the Debtors, the “Parties”) pursuant to the *Second Modified Third Amended Joint Chapter 11 Plan of Liquidation of Easterday Ranches, Inc. and Easterday Farms* dated as of May 27, 2022 [Docket No. 1653] (as may be altered, amended, or modified from time to time, the “Plan”). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

## RECITALS

A. WHEREAS, on February 1, 2021, Ranches filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”);

B. WHEREAS, on February 8, 2021, Farms also filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court;

C. WHEREAS, on May 27, 2022, the Debtors filed the Plan;

D. WHEREAS, pursuant to the Plan, as of the Effective Date, the Plan Administrator will be appointed to serve as Plan Administrator for each of the Debtors;

E. WHEREAS, pursuant to Section 5.8.2 of the Plan, the Plan Administrator shall be the exclusive administrator of the Post-Effective Date Debtors’ Assets and representative of the Estates regarding all Post-Effective Date Debtors’ Assets in accordance with the provisions of the Plan; and

F. WHEREAS, on July [·], 2022, the Bankruptcy Court entered the *Order Confirming Second Modified Third Amended Joint Chapter 11 Plan of Liquidation of Easterday Ranches, Inc. and Easterday Farms* [Docket No. [·]] (the “Confirmation Order”).

NOW, THEREFORE, in consideration of the premises, the mutual agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Parties hereby agree as follows:

## ARTICLE I THE PLAN ADMINISTRATOR

**1.1 Acceptance.** The Plan Administrator hereby agrees to accept his appointment as the Plan Administrator and provide the services pursuant to the Plan, the Confirmation Order, and

as set forth herein. Notwithstanding the date of execution, this Agreement shall only become effective on the Effective Date (as defined in the Plan).

## **1.2 General Duties, Powers, and Rights.**

(a) Pursuant to Section 5.8.3 of the Plan, the Plan Administrator shall have the authority and right on behalf of the Debtors, the Post-Effective Date Debtors, and the Estates and without the need for Bankruptcy Court approval (in each case, unless otherwise provided in the Plan) to carry out and implement all applicable provisions of the Plan, including to:

(i) review, reconcile, compromise, settle, or object to Claims and resolve such objections as set forth in the Plan;

(ii) calculate and make Distributions and calculate and establish reserves under and in accordance with the Plan;

(iii) retain, compensate, and employ professionals and other Persons to represent the Plan Administrator with respect to and in connection with his rights and responsibilities;

(iv) establish, maintain, and administer documents and accounts of the Debtors or Post-Effective Date Debtors as appropriate, which shall be segregated to the extent appropriate in accordance with the Plan;

(v) maintain, conserve, collect, settle, and protect the Post-Effective Date Debtors' Assets (subject to the limitations described in the Plan);

(vi) sell, liquidate, transfer, assign, distribute, abandon, or otherwise dispose of the Post-Effective Date Debtors' Assets, including the Distributable Assets and the Net Distributable Assets, or any part thereof or interest therein upon such terms as the Plan Administrator determines to be necessary, appropriate, or desirable;

(vii) negotiate, incur, and pay the Post-Effective Date Debtors' Expenses;

(viii) prepare and file any and all informational returns, reports, statements, returns, and other documents or disclosures relating to the Debtors or Post-Effective Date Debtors that are required under the Plan, by any governmental unit, or by applicable law, including but not limited to filing any reports required by the Bankruptcy Code or Bankruptcy Rules that are due to be filed after the Effective Date and paying any fees required by 28 U.S.C. § 1930 that are due to be paid after the Effective Date;

(ix) compile and maintain the official claims register, including for purposes of making initial and subsequent Distributions under the Plan;

(x) take such actions as are necessary or appropriate to wind-down and dissolve the Debtors or the Post-Effective Date Debtors;

(xi) comply with the Plan, exercise the Plan Administrator's rights, and perform the Plan Administrator's obligations; and

(xii) exercise such other powers as deemed by the Plan Administrator to be necessary and proper to implement the Plan.

(b) To the extent necessary to give full effect to his administrative rights and duties under the Plan, the Plan Administrator shall be deemed to be vested with all rights, powers, privileges, and authorities of (i) an appropriate corporate or partnership director, officer, or manager of each of the Debtors under any applicable non-bankruptcy law and (ii) a "trustee" of each of the Debtors under chapter 7 of the Bankruptcy Code and Section 1106 of the Bankruptcy Code.

(c) On the Effective Date, the Plan Administrator shall succeed to all such powers as would have been applicable to each Debtor's directors, officers, and managers in respect of all Post-Effective Date Debtors' Assets; *provided, however*, that, the Plan Administrator may continue to consult with or employ the Debtors' former directors, officers, employees, and managers in his reasonable discretion. For the avoidance of doubt, on the Effective Date, the Plan Administrator shall assume all management and control of both Debtors.

**1.3 Retention of Counsel and Agents.** The Plan Administrator shall retain Cooley LLP as his legal counsel and shall retain other advisors and professionals, in consultation with Cooley LLP, to the extent necessary. Any professionals retained by the Plan Administrator, shall be entitled to reasonable compensation for services rendered and reimbursement of reasonable and documented fees, costs, and expenses incurred. The payment of the fees, costs, and expenses of the Plan Administrator and his retained professionals incurred after the Effective Date shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court; *provided, however*, that any disputes related to such fees, costs, and expenses shall be brought before the Bankruptcy Court.

**1.4 Compensation of Plan Administrator.** The Plan Administrator shall be entitled to hourly compensation (collectively, the "Fees"), as set forth hereto as Exhibit A, and reimbursement of reasonable and documented out of pocket expenses (collectively, the "Expenses"), including the Expenses specified in Sections 1.8 and 1.9 herein, to the extent applicable. The Fees and Expenses shall be payable out of the Reserve Account (as defined below). The hourly compensation will adjust as of January 1 of each anniversary of this Agreement.

**1.5 Resignation, Death or Removal of Plan Administrator.** In the event that the Plan Administrator resigns or is no longer available for any reason, Tyson, Segale, and Karen Easterday (or order of the Bankruptcy Court) shall collectively designate another Person or Entity to serve as Plan Administrator within thirty (30) days of such event, as such time may be extended for cause, and thereupon the successor Plan Administrator, without any further act or need for an order of the Bankruptcy Court, shall become fully vested with all of the rights, powers, duties and obligations of the predecessor; *provided, however*, that the Plan Administrator shall be deemed removed on the date the Chapter 11 Cases are closed, and no successor thereto shall be designated. Notice of such selection shall be filed with the Bankruptcy Court. Without limiting the generality of the foregoing, in the event of any dispute over removal or selection of the Plan Administrator,

including whether or not cause exists, or any other dispute over the terms of this Agreement or the Plan Administrator's performance hereunder, any of the Plan Administrator, Tyson, Segale, or Karen Easterday may request the guidance and order of the Bankruptcy Court.

**1.6 Plan Provisions.** In connection with all actions taken in his capacity as Plan Administrator, the Plan Administrator shall be entitled to rely upon the applicable exculpation, release, and indemnification and limitation of liability provisions set forth in any corporate organizational document, this Agreement, the Plan, and the Confirmation Order. Notwithstanding anything herein, the Plan Administrator shall not be entitled to any release, exculpation, or indemnification if the Plan Administrator is determined to have engaged in fraud, gross negligence, or willful misconduct as determined by a Final Order of the Bankruptcy Court.

**1.7 Limitation of Liability.** The Plan Administrator may, in connection with the performance of his functions, in his sole and absolute discretion, consult with his attorneys, accountants, advisors, and agents, and shall not be liable for any act taken, or omitted to be taken, or suggested to be done in accordance with advice or opinions rendered by such Persons, regardless of whether such advice or opinions were in writing. Notwithstanding such authority, the Plan Administrator shall be under no obligation to consult with any such attorneys, accountants, advisors, or agents, and his determination not to do so shall not result in the imposition of liability on the Plan Administrator unless such determination is based on willful misconduct, gross negligence, or fraud. Persons dealing with the Plan Administrator shall look only to the Post-Effective Date Debtors' Assets to satisfy any liability incurred by the Plan Administrator to such Person in carrying out the terms of the Plan, and the Plan Administrator shall have no personal obligation to satisfy such liability.

**1.8 Indemnification.** The Post-Effective Date Debtors shall indemnify the Post-Effective Date Indemnified Parties for, and shall defend and hold them harmless against, any loss, liability, damage, judgment, fine, penalty, claim, demand, settlement, cost, or expense (including the reasonable fees and expenses of their respective professionals) incurred without gross negligence or willful misconduct on the part of the Post-Effective Date Indemnified Parties (which gross negligence or willful misconduct, if any, must be determined by a final, non-appealable order of a court of competent jurisdiction) for any action taken, suffered, or omitted to be taken by such Post-Effective Date Indemnified Parties in connection with the acceptance, administration, exercise, and performance of their duties under the Plan. An act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute gross negligence or willful misconduct. In addition, the Post-Effective Date Debtors shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Post-Effective Date Indemnified Parties, from and against and with respect to any and all liabilities, losses, damages, claims, costs, and expenses, including attorneys' fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, with respect to the Post-Effective Date Debtors or the implementation or administration of the Plan if such Post-Effective Date Indemnified Party acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Post-Effective Date Debtors. To the extent the Post-Effective Date Debtor indemnifies, defends, and holds harmless any Post-Effective Date Indemnified Parties as provided above, the legal fees and related costs incurred by counsel to the Plan Administrator in monitoring or participating in the defense of such claims giving rise to the right of indemnification shall be paid as Post-Effective Date Debtors' Expenses of the Post-Effective Date

Debtors. The costs and expenses incurred in enforcing the right of indemnification as specified in Section 5.8.5 of the Plan shall be paid by the Post-Effective Date Debtors. For the avoidance of doubt, the partners of Farms and the former equity holders of Ranches shall not be liable for any Post Effective Date obligations arising under this Section 1.8 or any other financial obligations of any kind or nature arising out of this Plan Administrator Agreement.

**1.9 Insurance.** The Plan Administrator shall be authorized, but not required, to obtain any insurance coverages deemed to be reasonably necessary, at the Post Effective Date Debtors' sole expense, for itself and his respective agents, including coverage with respect to the liabilities, duties, and obligations of the Plan Administrator.

**1.10 No Successor Liability.** Except as otherwise expressly provided in the Plan and Confirmation Order, the Plan Administrator (i) is not, and shall not be deemed to assume, agree to perform, pay, or otherwise have any responsibilities for any liabilities or obligations of the Debtors or any other Person relating to or arising out of the operations or the assets of the Debtors prior to the Effective Date; (ii) is not, and shall not be, successor to the Debtors by any reason of any theory of law or equity or responsible for the knowledge or conduct of any Debtor prior to the Effective Date; and (iii) shall not have any successor or transferee liability of any kind or character.

**1.11 Plan Administrator Reserve.** The Plan Administrator shall establish and maintain one or more reserves in respect of Contingent Claims, Disputed Claims, or Unliquidated Claims and other contingencies (collectively, the "Distribution Reserves") and withhold such Cash from Distributions, in accordance with the terms of this Agreement and the Plan. The Plan Administrator shall determine in the exercise of his reasonable discretion which expenses and in what amounts shall be satisfied from the Reserve. Once the Plan Administrator determines, in his reasonable discretion, that such costs of administration have been satisfied, such remaining Cash shall be considered Net Distributable Assets and Available Cash for distribution to the Holders of Allowed Claims in Classes 5 and 6 on a Pro Rata basis in accordance with Section 7.10 of the Plan. For the avoidance of doubt, the Professional Fee Reserves shall be established by the Post-Effective Date Debtors on the Effective Date and shall be maintained and held in trust by Pachulski Stang Ziehl & Jones LLP in accordance with Section 12.2 of the Plan.

**1.12 Survival.** The provisions of this Article I shall survive the termination of this Agreement and the death, resignation, removal, liquidation, dissolution, or replacement of the Plan Administrator.

## ARTICLE II MISCELLANEOUS PROVISIONS

**2.1 Termination.** The Plan Administrator shall be discharged and this Agreement shall be terminated at the earliest to occur of (i) the entry of a Final Order by the Bankruptcy Court closing the last of the Chapter 11 Cases pursuant to Section 350(a) of the Bankruptcy Code, and (ii) the date that is three (3) years from the Effective Date, *provided, however*, that such three-year term may be extended upon written agreement of Tyson, Segale, and Karen Easterday, if necessary.

### ARTICLE III MISCELLANEOUS PROVISIONS

**3.1 Relationship to Plan.** The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates and is subject to the provisions of the Plan. To that end, the Plan Administrator shall have full power and authority to take any action consistent with the purposes and provisions of the Plan. In the event that the provisions of this Agreement are found to be inconsistent with the provisions of the Plan, the provisions of this Agreement adopted and approved by the Bankruptcy Court after notice and hearing, following substantial consummation (as such term is defined in Section 1101(2) of the Bankruptcy Code) shall control over provisions of the Plan.

**3.2 Confidentiality.** The Plan Administrator shall, and shall cause his agents and representatives to, during the period that it serves as Plan Administrator under this Agreement to hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any entity or matter to which the Debtors' Assets or Post Effective Date Debtors' Assets relate to, of which the Plan Administrator has become aware in his capacity as Plan Administrator.

**3.3 Amendments.** The Plan Administrator may, with the written consent of Tyson, Segale, and Karen Easterday, and with notice to legal counsel, modify, supplement, or amend this Agreement.

**3.4 Waiver.** No failure by the Plan Administrator to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof, or of any other right, power, or privilege.

**3.5 Cumulative Rights and Remedies.** The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights under law or in equity.

**3.6 No Bond Required.** Notwithstanding any state law to the contrary, the Plan Administrator (including any successor Plan Administrator) shall be exempt from giving any bond or other security in any jurisdiction other than as provided otherwise in this Agreement.

**3.7 Irrevocability.** This Agreement and the Plan shall be irrevocable, except as otherwise expressly provided in this Agreement and in accordance with the Plan.

**3.8 Tax Identification Numbers.** The Plan Administrator may require any holder of a Claim to furnish to the Plan Administrator (i) its social security number or employer or taxpayer identification number as assigned by the IRS and (ii) the original Form W-8 or copy of Form W-9, as applicable, as completed by each holder of a Claim, and the Plan Administrator may condition any distribution to any holder of a Claim upon the receipt of such information.

**3.9 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to rules governing the conflict of laws.



**3.10 Severability.** In the event that any provision of this Agreement or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstance, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**3.11 Limitation of Benefits.** Except as otherwise specifically provided in this Agreement, nothing herein is intended or shall be construed to confer upon or to give any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

**3.12 Notices.** All notices, requests, demands, consents, and other communications hereunder shall be in writing and shall be deemed to have been duly given to a person, if delivered in person or by facsimile with an electromagnetic report of delivery or if sent by overnight mail, registered mail, certified mail, or regular mail, with postage prepaid, to the following addresses:

If to the Plan Administrator:

GlassRatner Advisory & Capital Group, LLC dba  
B. Riley Advisory Services  
Attention: Seth R. Freeman  
425 California Street, Suite 900  
San Francisco CA 94104  
Telephone: (415) 229-4860  
E-Mail: sfreeman@brileyfin.com

and

Christopher Durbin, Esq.  
Michael Klein, Esq.  
Weiru Fang, Esq.  
Cooley LLP  
1700 Seventh Avenue, Suite 1900  
Seattle, WA 98101  
Telephone: (202) 776-2110  
E-Mail: cdurbin@cooley.com  
mklein@cooley.com  
wfang@cooley.com

If to Tyson:

Tyson Fresh Meats, Inc.  
Attention: Gordon McGrath  
2200 W. Don Tyson Parkway  
Springdale, AR 72762  
Telephone: (479) 290-4076  
E-Mail: gordon.mcgrath@tyson.com



and

Alan D. Smith, Esq.  
Perkins Coie LLP  
1201 Third Avenue, 40th Floor  
Seattle, WA 98101  
Telephone: (206) 359-8410  
E-Mail: ADSmith@perkinscoie.com

If to Segale:

Segale Properties, LLC  
Attention: Jennifer K. Faubion  
524 Second Avenue, Suite 500  
Seattle, WA 98104  
Telephone: (206) 254-4430  
E-Mail: JFaubion@cairncross.com

If to Karen Easterday:

Karen Easterday  
Attention: Timothy J. Conway  
888 SW Fifth Avenue, Suite 1600  
Portland, OR 97204  
Telephone: (503) 802-2027  
E-Mail: tim.conway@tonkon.com

**3.13 Further Assurances.** From and after the date hereof, the parties hereto covenant and agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes of this Agreement, and to consummate the transactions contemplated hereby.

**3.14 Interpretation.** The enumeration and Section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof. Unless context otherwise requires, whenever used in this Agreement the singular shall include the plural and the plural shall include the singular, and words importing the masculine gender shall include the feminine and the neuter, if appropriate, and vice versa, and words importing persons shall include partnerships, associations, and corporations. The words herein, hereby, and hereunder and words with similar import, refer to this Agreement as a whole and not to any particular Section or subsection hereof unless the context requires otherwise.

**3.15 Counterparts.** This Agreement may be signed by the parties hereto in counterparts, which, when taken together, shall constitute one and the same document. Delivery of an executed counterpart of this Agreement by facsimile or email in pdf format shall be equally effective as delivery of a manually executed counterpart.

IN WITNESS WHEREOF, the Parties hereto have either executed and acknowledged this Agreement or caused it to be executed and acknowledged on their behalf by their duly authorized officers or representatives, all as of the date first above written.

**EASTERDAY RANCHES, INC.**

---

Peter Richter  
Co-Chief Restructuring Officer

**EASTERDAY FARMS**

---

Peter Richter  
Co-Chief Restructuring Officer

**GLASSRATNER ADVISORY & CAPITAL  
GROUP, LLC DBA B. RILEY ADVISORY  
SERVICES**

---

Seth R. Freeman

**Exhibit A****Plan Administrator Compensation**

<b>Plan Administrator</b>	<b>Compensation</b>
Seth R. Freeman	\$575/hour <sup>1</sup>

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<sup>1</sup> The rate set forth herein is subject to periodic adjustment.

1 **EXHIBIT H**

2 **EASTERDAY FAMILY RELEASED PARTIES**

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4 **PART ONE**

- 5     ▪ 3E Properties
- 6     ▪ Clay Easterday
- 7     ▪ Cole Easterday
- 8     ▪ Cutter Easterday
- 9     ▪ Easterday Farms Produce, Co.
- 10    ▪ Easterday Dairy, LLC
- 11    ▪ Jody Easterday
- 12    ▪ Related persons or entities that have executed a Mutual Release
- 13      Agreement on or prior to the Effective Date

14 **PART TWO**

- 15    ▪ Jordan Ramis PC
- 16    ▪ Lindy Widner and Widner Consulting, LLC
- 17    ▪ Sussman Shank LLP
- 18    ▪ Tonkon Torp LLP
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**EXHIBIT I**

**FORM OF MUTUAL RELEASE AGREEMENT**

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## MUTUAL RELEASE AGREEMENT

This MUTUAL RELEASE AGREEMENT ("Agreement") is dated, for reference purposes only, the \_\_\_ day of June, 2022 and shall be effective upon (and only upon) the Effective Date (as hereinafter defined), by and between (a) Easterday Ranches, Inc. and Easterday Farms (together, the "Debtors"), (b) the Official Committee of Unsecured Creditors of Easterday Ranches, Inc. (the "Ranches Committee"), (c) the Official Committee of Unsecured Creditors of Easterday Farms (the "Farms Committee" and together with the Ranches Committee, the "Committees"), (d) Tyson Fresh Meats, Inc. ("Tyson"), (e) Segale Properties, LLC ("Segale" and together with the Debtors, Committees, and Tyson, the "Non-Family Member Parties"), and (f) [●] (the "Family Member") (each a "Party" and collectively, the "Parties")

### RECITALS

A. On February 1, 2021, Easterday Ranches, Inc. filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Washington (the "Bankruptcy Court").

B. On February 8, 2021, Easterday Farms, a Washington general partnership, also filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

C. On April 20, 2022, the Bankruptcy Court entered its *Order Granting Debtors' Motion to Approval Global Settlement Term Sheet* [Docket No. 1560], which approved the *Global Settlement Term Sheet* dated April 14, 2022 (the "Global Settlement Term Sheet"), by and among the Debtors, the Committees, Tyson, Segale, and certain related family members and entities of the Family Member. The Global Settlement Term Sheet contemplates a global resolution of all claims among the Parties by, among other things, the execution of this Agreement.

D. On May [●], 2022, the Debtors filed their *Third Amended Joint Chapter 11 Plan of Liquidation of Easterday Ranches, Inc. and Easterday Farms* [Docket No. ●] (the "Plan"), which effectuates the terms of the Global Settlement Term Sheet. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Plan.

E. The Parties desire to enter into a mutual release of each other from all obligations according to the terms set forth in this Agreement and the Plan.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties as follows:

#### 1. Releases.

1.1. The Non-Family Member Parties, respectively, for themselves and each of their respective past, present, or future advisors, trustees, directors, officers, managers, members, partners, employees, beneficiaries, shareholders, agents, participants, subsidiaries, parents, affiliates, successors, designees, and assigns (herein individually and collectively referred to as, "Non-Family Member Releasing Parties"), hereby forever, finally, fully, unconditionally, and

completely release and acquit the Family Member and its respective property from any and all actions, claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that the Non-Family Member Releasing Parties (whether individually or collectively) ever had, now has, or hereafter can, shall or may have, based on or relating to, or in any manner arising from or related in any way to the Debtors, any of the Debtors' present or former assets, the Family Member's interests in or management of the Debtors, the business, or contractual arrangements between the Debtors and the Family Member, the Plan, the Disclosure Statement, the Chapter 11 Cases, or the Sale Transaction, including those that the Debtors, the Post-Effective Date Debtors, or the Plan Administrator would have been legally entitled to assert or that any Holder of a Claim against or interest in the Debtors or any other Entity could have been legally entitled to assert derivatively or on behalf of the Debtors or their Estates.

1.2. The Family Member, for itself and each of its respective past, present, or future advisors, trustees, directors, officers, managers, members, partners, employees, beneficiaries, shareholders, agents, participants, subsidiaries, parents, affiliates, successors, designees, and assigns (herein individually and collectively referred to as, "Family Member Releasing Parties"), hereby forever, finally, fully, unconditionally, and completely release and acquit the Non-Family Member Releasing Parties and their respective property from any and all actions, claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that the Family Member Releasing Parties (whether individually or collectively) ever had, now has, or hereafter can, shall or may have, based on or relating to, or in any manner arising from or related in any way to the Debtors, any of the Debtors' present or former assets, the business, or contractual arrangements between the Debtors and the Non-Family Family Member Releasing Parties, the Plan, the Disclosure Statement, the Chapter 11 Cases, or the Sale Transaction, including those that the Debtors, the Post-Effective Date Debtors, or the Plan Administrator would have been legally entitled to assert or that any Holder of a Claim against or interest in the Debtors or any other Entity could have been legally entitled to assert derivatively or on behalf of the Debtors or their Estates.

1.3. Each of the Parties acknowledges and agrees that it has been informed by its attorneys and advisors of, and is familiar with, and does hereby expressly waive, the provisions of Section 1542 of the California Civil Code, and any similar statute, code, law, or regulation of any state or the United States, to the full extent that it may waive such rights and benefits. Civil Code, Section 1542 provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**



1.4. Each of the Parties respectively represents and warrants to the other, that it is the sole and lawful owner of all right, title, and interest in and to each and every claim or other matter which it releases herein, and that none has heretofore assigned or transferred, or purported to assign or transfer, to any individual, partnership, corporation, firm, estate, or entity any such claim or other matter being released herein. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he, she, or it (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement for such person or entity, and (c) expressly consents and agrees that the person or entity upon behalf of which the undersigned is acting, shall be bound by all terms and conditions contained herein.

## 2. Miscellaneous.

2.1. Attorneys' Fees. The prevailing party in any action or proceeding to interpret or enforce this Agreement, or any of its terms, shall be entitled, in addition to any judgment or award upon such action or proceeding, to an award for all costs and expenses (including costs of all legal or administrative proceedings or hearings and attorneys' fees) incurred by such prevailing party or parties, including, without limitation, all attorneys' fees and related costs of enforcement of any such judgment or award and upon any appeal relating thereto.

2.2. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of, each of the parties hereto, and their respective successors, assigns, heirs, and personal representatives.

2.3. Headings. The section and paragraph headings set forth in this Agreement are inserted solely for the convenience of reference and are not a part of, and are not intended to govern, limit, or aid in the construction or interpretation of, any term or provision hereof.

2.4. Governing Law; Jurisdiction; Venue. This Agreement is and shall be governed by and construed in accordance with the laws of the State of Washington. The Bankruptcy Court shall have concurrent jurisdiction to resolve any disputes arising from this Agreement.

2.5. Entire Agreement. This Agreement, the Plan, and any documents attached as exhibits or executed in connection herewith or therewith, shall constitute the parties' entire agreement with respect to the subject matter hereof, and supersede all agreements, representations, warranties, statements, promises, and understandings, whether oral or written, with respect to the subject matter herewith. This Agreement may not be amended, altered, or modified except by a writing signed by all parties.

2.6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures may be accepted as original signatures.

2.7. Condition to Effectiveness. Notwithstanding anything to the contrary in this Agreement, neither this Agreement nor the releases provided for herein shall be binding or effective until such time as the Plan becomes effective in accordance with its terms, which such date shall be referred to herein as the "Effective Date."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**EASTERDAY RANCHES, INC.**

By: /s/

Armand J. Kornfeld (WSBA #17214)  
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**EASTERDAY FARMS**

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**Signatures continued on next page**

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**FAMILY MEMBER**

By: /s/

[Name]  
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**EXHIBIT J**

**FARMS GUC CLAIMS SCHEDULE**

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EXHIBIT J - FARMS GUC CLAIMS SCHEDULE		
Creditor Name	Allowed Farms POC	Allowed Claim Amount
A & M Supply, Inc.	160-1	\$ 114,260.46
A1 Industrial Supply, LLC	17-1	\$ 317.50
A-Plus Connectors, LLC	116-1	\$ 387.23
Benton PUD	23-2	\$ 23,264.90
Bison Pipe & Supply	25-1	\$ 62,516.30
Bobcat of Pasco	95-1	\$ 59,495.56
C & E Trenching, LLC	22-1	\$ 5,960.52
Central Machinery Sales Inc.	1-1	\$ 739,823.93
CH2O, Inc.	110-1	\$ 5,221.85
Chemsearchfe (NCH Corporation)	111-1	\$ 307.62
CNH Industrial Capital America, LLC	28-2	\$ 4,406.43
CNH Industrial Capital America, LLC	29-2	\$ 17,921.78
Coleman Oil Company	10-1	\$ 664.57
Columbia Pump Company	125-1	\$ 36,924.22
Columbia River Machinery LLC	104-1	\$ 1,581.00
Commercial Tire, Inc.	N/A	\$ 175,000.00
Connell Oil, Inc.	4-2	\$ 2,685.09
Cornado Garza Trucking	151-1	\$ 187,315.78
CRG Financial, Assignee of BJK Truck Parts, LLC	97-1	\$ 1,572.91
CRG Financial, Assignee of Northwest Equipment Sales, Inc.	81-1	\$ 101,525.97
CRG Financial, Assignee of Northwest Equipment Sales, Inc.	82-1	\$ 42,575.83
CRG Financial, Assignee of Rangeview AG Labor LLC	43-1	\$ 47,371.66
CRG Financial, Assignee of Tri-City Truck Parts	98-1	\$ 15,314.44
CRG Financial, Assignee of Triple M Truck & Equipment, LLC	96-1	\$ 415.75
Cubby's Electric Motor and Pump Repairs, Inc.	105-1	\$ 3,491.00
DLL Finance LLC	135-2	\$ 1,350,000.00
Dykman Electrical, Inc.	24-1	\$ 32,024.00
Farm Credit Services of America, PCA	107-1	\$ 246,103.60
Fastenal Company	2-1	\$ 1,007.05
Giesbrecht & Sons LLC	8-1	\$ 1,825.19
H.D. Fowler Company, Inc.	20-1	\$ 786.61
Hermiston Auto Parts	18-1	\$ 1,811.51
Huntington National Bank (fka TCF National Bank)	5-2	\$ 54,480.37
Industrial Bolt & Supply	148-2	\$ 2,581.08
Industrial Bolt & Supply	149-2	\$ 1,622.20
Industrial Ventilation Inc.	100-1	\$ 238,373.96
International Belt & Rubber Supply, Inc.	41-1	\$ 5,689.10
Jefferies Leveraged Credit Product, LLC (Basin City Auto Parts	115-1	\$ 24,200.64
Jefferies Leveraged Credit Product, LLP (Irrigation Specialist)	156-1	\$ 39,812.58
Jim's Pacific Garages, Inc.	14-1	\$ 805.48
John Deere Financial	150-1	\$ 2,317,911.43
JTI Colfax LLC	16-1	\$ 1,875.06
Labor Plus Solutions	106-1	\$ 455,309.91
Lad Irrigation Company, Inc.	118-1	\$ 61,394.33
M & M Bolt Co., LLC	157-1	\$ 10,187.17
Monarch Machine & Tool Co., Inc.	27-1	\$ 875.32
Newhouse Mfg.Co	31-1	\$ 309.79
Northwest Compost, LLC	112-1	\$ 64,000.00
Oxarc, Inc.	89-1	\$ 1,130.43
Oxbo International Corporation Dept	11-1	\$ 5,115.26
Pacific Grain Terminals	127-1	\$ 12,440.50
Pape Machinery Inc	86-1	\$ 13,721.40
Pasco Auto Wrecking, Inc.	92-1	\$ 3,250.00
RDO Equipment Co.	108-1	\$ 18,093.68
Quill	15-1	\$ 722.04
Sanitary Disposal, Inc.	6-1	\$ 1,403.85
Segale Properties, LLC	136-1	\$ 53,000.00
Simplot AB Retailer, Inc. d/b/a Simplot Grower Solutions	130-1	\$ 155,036.04
SS EQ, Inc.	7-1	\$ 12,339.76
Star Rentals & Sales	72-1	\$ 19,272.93
Teton West of Washington LLC	91-1	\$ 17,875.54
The McGregor Company	52-1	\$ 4,030,178.12
THM Management Co. dba Pasco Auto & Truck Parts NA	13-1	\$ 11,727.33
Twin City Metals, Inc.	83-1	\$ 6,105.53
U.S Bank National Association	33-1	\$ 3,018.00
Viterra Canada, Inc.	114-1	\$ 77,680.08
<b>TOTAL:</b>		<b>\$ 11,005,419.17</b>

# **EXHIBIT B**

## **Form of Confirmation Notice**

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jrosell@pszjlaw.com

\*Admitted *Pro Hac Vice*

*Attorneys for the Chapter 11  
Debtors and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON

In re

EASTERDAY RANCHES, INC., *et al.*  
  
Debtors.<sup>1</sup>

Chapter 11

Lead Case No. 21-00141-11  
Jointly Administered

**NOTICE OF CONFIRMATION OF  
THIRD MODIFIED THIRD AMENDED  
JOINT CHAPTER 11 PLAN OF  
LIQUIDATION OF EASTERDAY  
RANCHES, INC. AND EASTERDAY  
FARMS**

<sup>1</sup> The Debtors along with their case numbers are as follows: Easterday Ranches, Inc. (21-00141) and Easterday Farms, a Washington general partnership (21-00176).

NOTICE OF CONFIRMATION OF THIRD  
MODIFIED THIRD AMENDED JOINT  
CHAPTER 11 PLAN OF LIQUIDATION OF  
EASTERDAY RANCHES, INC. AND  
EASTERDAY FARMS – Page 1

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Facsimile (206) 292-2104



PLEASE TAKE NOTICE OF THE FOLLOWING:

CONFIRMATION OF THIRD MODIFIED  
THIRD AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION  
OF EASTERDAY RANCHES, INC. AND EASTERDAY FARMS

1. By Order dated July [●], 2022 [Docket No. ●] (the “Confirmation Order”), the United States Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”) confirmed the *Third Modified Third Amended Joint Chapter 11 Plan of Liquidation of Easterday Ranches, Inc. and Easterday Farms* [Docket No. 1772] (including all exhibits thereto, any plan supplement, and as amended, modified, or supplemented from time to time, the “Plan”) filed by Easterday Ranches, Inc. and Easterday Farms, the above-captioned debtors and debtors in possession (collectively, the “Debtors”), in the above-referenced chapter 11 cases, as satisfying the requirements of section 1129 of Title 11 of the United States Code.

2. The Plan and the Confirmation Order may be obtained: (a) via download from the Bankruptcy Court’s website at [ecf.waeb.uscourts.gov](http://ecf.waeb.uscourts.gov) for registered users of the PACER and/or CM/ECF systems (for a fee); (b) via download from <https://cases.creditorinfo.com/EasterdayRanches>; or (c) by e-mail request to [pjeffries@pszjlaw.com](mailto:pjeffries@pszjlaw.com).

DATED: July [●], 2022

BUSH KORNFELD LLP

/s/ Thomas A. Buford, III

THOMAS A. BUFORD, III (WSBA 52969)

BUSH KORNFELD LLP

RICHARD M. PACHULSKI (Admitted *Pro Hac Vice*)

JEFFREY W. DULBERG (Admitted *Pro Hac Vice*)

JASON H. ROSELL (Admitted *Pro Hac Vice*)

PACHULSKI STANG ZIEHL & JONES LLP

*Attorneys for Debtors and Debtors in Possession*

NOTICE OF CONFIRMATION OF THIRD  
MODIFIED THIRD AMENDED JOINT  
CHAPTER 11 PLAN OF LIQUIDATION OF  
EASTERDAY RANCHES, INC. AND  
EASTERDAY FARMS – Page 2

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# **EXHIBIT C**

## **Form of Notice of Effective Date**

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\*Admitted *Pro Hac Vice*

*Attorneys for the Chapter 11  
Debtors and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON

In re

EASTERDAY RANCHES, INC., *et al.*  
  
Debtors.<sup>1</sup>

Chapter 11

Lead Case No. 21-00141-11  
Jointly Administered

**NOTICE OF OCCURRENCE OF  
EFFECTIVE DATE OF THIRD  
MODIFIED THIRD AMENDED JOINT  
CHAPTER 11 PLAN OF LIQUIDATION  
OF EASTERDAY RANCHES, INC. AND  
EASTERDAY FARMS**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

**OCCURRENCE OF EFFECTIVE DATE OF THIRD MODIFIED THIRD  
AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION OF  
EASTERDAY RANCHES, INC. AND EASTERDAY FARMS**

<sup>1</sup> The Debtors along with their case numbers are as follows: Easterday Ranches, Inc. (21-00141) and Easterday Farms, a Washington general partnership (21-00176).

NOTICE OF OCCURRENCE OF  
EFFECTIVE DATE – Page 1

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1. **Confirmation Order.** By Order dated July [●], 2022 [Docket No. ●] (the “Confirmation Order”), the United States Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”) confirmed the *Third Modified Third Amended Joint Chapter 11 Plan of Liquidation of Easterday Ranches, Inc. and Easterday Farms* [Docket No. 1772] (including all exhibits thereto, any plan supplement, and as amended, modified, or supplemented from time to time, the “Plan”) filed by Easterday Ranches, Inc. and Easterday Farms, the above-captioned debtors and debtors in possession (collectively, the “Debtors”), in the above-referenced chapter 11 cases, as satisfying the requirements of section 1129 of Title 11 of the United States Code.

2. **Effective Date.** On [●], 2022, the Effective Date of the Plan occurred and the Plan was substantially consummated. All conditions precedent to the Effective Date of the Plan set forth in Article IX of the Plan have either been satisfied or waived in accordance with the Plan and the Confirmation Order.

3. **Bar Date for Rejection Damages.** Pursuant to Section 6.2 of the Plan, Claims arising out of the rejection of an Executory Contract pursuant to the Plan must be filed with the court and served upon counsel to the Post-Effective Date Debtors within thirty (30) calendar days after the Effective Date (*i.e.*, [●], 2022). Any Claims not filed within such time period will be forever barred from assertion against the Debtors and/or their property and/or their Estates.

4. **Bar Date for Administrative Claims.** Pursuant to Section 12.1 of the Plan, Administrative Claims arising on or after April 1, 2022 must be filed with the court and served upon counsel to the Post-Effective Date Debtors within thirty (30) calendar days after the Effective Date (*i.e.*, [●], 2022). Any Administrative Claims not filed within such time period will be forever barred from assertion against the Debtors and/or their property and/or their Estates.

5. **Bar Date for Professional Claims.** Pursuant to Section 12.2 of the Plan, all persons and entities seeking an award by the court of professional fees on behalf of the Debtors shall file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses no later than thirty (30) calendar days after the Effective Date (*i.e.*, [●], 2022).

6. **Releases, Injunctions, and Exculpation:** Pursuant to the Confirmation Order, the releases, injunctions, and exculpation provisions set forth in Article X of the Plan are now in full force and effect.

6. **Viewing the Plan and Confirmation Order.** The Plan and the Confirmation Order may be obtained: (a) via download from the Bankruptcy Court’s

1 website at [ecf.waeb.uscourts.gov](http://ecf.waeb.uscourts.gov) for registered users of the PACER and/or CM/ECF  
2 systems (for a fee); (b) via download from  
3 <https://cases.creditorinfo.com/EasterdayRanches>; or (c) by e-mail request to  
4 [pjeffries@pszjlaw.com](mailto:pjeffries@pszjlaw.com).

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NOTICE OF OCCURRENCE OF  
EFFECTIVE DATE – Page 3

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